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JUL 20 1992

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17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

18 VICKI J. AZNARAN and) CASE No. CV 88-1796 JMI (Ex)
19 RICHARD N. AZNARAN,)
20 Plaintiffs,) DEFENDANTS' NOTICE OF MOTION
21 vs.) AND MOTION TO TRANSFER THIS ACTION
22 CHURCH OF SCIENTOLOGY OF) TO THE UNITED STATES DISTRICT
23 CALIFORNIA, et al.,) COURT FOR THE NORTHERN DISTRICT
24 Defendants.) OF TEXAS; MEMORANDUM OF POINTS AND
25) AUTHORITIES, DECLARATION OF
26) LAURIE J. BARTILSON IN SUPPORT
27) THEREOF
28) [28 U.S.C. §1404(a)]
DATE: August __, 1992
TIME: 10:00 a.m.
CRTRM: Hon. James M. Ideman

26 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

27 PLEASE TAKE NOTICE that on August __, 1992, at 10:00 a.m.,
28 defendants and counterclaimants Religious Technology Center,

1 Church of Spiritual Technology, Church of Scientology
2 International and Author Services, Inc. ("defendants") will and
3 hereby do move that the above-entitled Court, located at 312 N.
4 Spring Street, Los Angeles, California 90012, transfer the
5 instant action, pursuant to 28 U.S.C. §1404(a), to the United
6 States District Court for the Northern District of Texas.
7 Pursuant to the standing orders of this Court, no oral argument
8 will be had on the instant motion.

9 As grounds for their motion, defendants state that case
10 preparation and discovery, which are now cut off, have revealed
11 that the requested transfer should be made for the convenience of
12 the parties and witnesses and in the interests of justice.

13 This Motion is based on this Notice and Motion, the
14 Memorandum of Points and Authorities filed in support thereof,
15 the complete files and records in this action, and such evidence

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1 as may be presented at the hearing on this Motion.

2 DATED: July 16, 1992

Respectfully submitted,

3 BOWLES & MOXON

4
5 By:


Laurie J. Bartilson

6 Attorneys for Defendants
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8 and CHURCH OF SCIENTOLOGY
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MEMORANDUM OF POINTS AND AUTHORITIES

PRELIMINARY STATEMENT

3 Plaintiffs Vicki and Richard Aznaran ("plaintiffs"),
4 residents of Mesquite, Texas, seek damages in this diversity case
5 against defendants Religious Technology Center, Church of
6 Scientology International, Church of Spiritual Technology and
7 Author Services, Inc. ("defendants"), all California non-profit
8 religious corporations, based on eleven different claims for
9 relief, all of which are premised in whole or in part on events
10 which occurred in Dallas, Texas between 1971 and 1978.¹
11 Plaintiffs have resided in Mesquite, a suburb of Dallas, since
12 1987, and maintain a private investigation business there.
13 Because investigation and discovery have revealed that trial of
14 this action in the Northern District of Texas would be more
15 convenient to the parties and the witnesses, and because the
16 interests of justice would be better served by trial in Texas
17 than in the Central District of California, defendants request
18 that this Court transfer this case, pursuant to 28 U.S.C.
19 §1404(a), to the Northern District of Texas.

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STATEMENT OF FACTS

21 Plaintiffs filed this action in 1988, raising claims against
22 the four served defendants and others based on fifteen years
23 which plaintiffs spent as adherents of the Scientology faith and
24
25
26

27 ¹ In their complaint, plaintiffs also rely on events which
28 allegedly occurred in Clearwater, Florida, Los Angeles, San
Francisco, Hemet and San Luis Obispo, between 1981 and 1987.

1 members of its religious orders.² In their complaint and in
2 deposition, plaintiffs have asserted that they first became
3 Scientology parishioners in Dallas, Texas in 1971 or 1972.
4 [Complaint, ¶ 9; Ex. A, Deposition of Richard Aznaran, July 15,
5 1988, pp. 316-317 (hereafter, "RA Dep. pp. ___"); Ex. B,
6 Deposition of Vicki Aznaran, June 30, 1988, pp. 833-838
7 (hereafter, "VA Dep., pp. ___).] For the first five to six years
8 of their participation in the Scientology religion, plaintiffs
9 lived and worked in Texas. They were involved in two local
10 Scientology churches, the Church of Scientology Mission of the
11 Southwest (the "Dallas Church"), and the Church of Scientology of
12 Austin.

13 During these critical initial years plaintiffs claim members
14 of these local churches made the representations to plaintiffs
15 upon which plaintiffs now base their claims of fraud, emotional
16 distress, conspiracy and constructive fraud. [Complaint, Second
17 Cause of Action, ¶¶ 34 - 38; Third Cause of Action, ¶¶ 39 - 42;
18 Fifth Cause of Action, ¶¶ 53 - 59; Eleventh Cause of Action, ¶¶
19 80 - 85; RA Dep. pp. 619-621 (representations made by an unknown
20 person at the Dallas Church); RA Dep. pp. 624-625 (represen-
21 tations made by Dean Stokes and up to thirty-five other people,
22 including Delores Stokes and Pat Stetsell, at the Dallas Mission
23 from 1972 - 1978); VA Dep. p. 1238 (representations made by Pat
24 Stetsell in Dallas, Texas in 1972); VA Dep. pp. 1239-40

25 ² Plaintiffs claim eleven causes of action: false imprisonment,
26 intentional infliction of emotional distress, negligent
27 infliction of emotional distress, loss of consortium, conspiracy,
28 fraud, breach of contract, restitution, invasion of privacy,
breach of duty to pay minimum wages and constructive fraud.

1 (representations made by Dean Stokes in Dallas in 1973 or 1974);
2 VA Dep. p. 1244 (representations made by Whit Whitford in Austin,
3 Texas in 1972).]

4 Plaintiffs claim that while they were members of the Dallas
5 Church, they paid for and received Scientology religious
6 counseling services and religious courses, for which they now
7 seek restitution. [Complaint, Eighth Cause of Action, ¶¶ 64 -
8 69.] The representations made and services delivered by these
9 Texas churches, according to plaintiffs, were "brainwashing" or
10 "coercive persuasion," which rendered their religious conversions
11 and service "involuntary." [Complaint, ¶¶ 11 - 14.]

12 In addition, plaintiffs claim to have entered into
13 employment contracts with the Dallas Church in 1973, 1975 and
14 1976, some of which were oral [RA Dep. pp. 316-319; VA Dep. pp.
15 1251], and some of which were written [RA Dep. pp. 320, 326-327,
16 Ex. C; VA Dep. pp. 833-840]. These contracts form the basis for
17 all or part of plaintiffs' claims for breach of contract and
18 violation of minimum wage laws [Complaint, Seventh Cause of
19 Action, ¶¶ 60 - 63; Tenth Cause of Action, ¶¶ 76 -79].³

20 Plaintiffs' loss of consortium claim [Complaint, Fourth
21 Cause of Action, ¶¶ 43 - 46] is based entirely on events which
22 allegedly occurred in Dallas in 1974, when Vicki Aznaran divorced
23

24 ³ Vicki Aznaran also claims to have entered into written
25 contracts with defendants CSI and RTC in 1981 and 1982 [VA Dep.
26 pp. 1252-1253, Ex. D; Ex. E], and Richard Aznaran claims a
27 written contract with unserved defendant CSC [RA Dep. p. 363, Ex.
28 F]. Both claimed additional written contracts which they could
not produce, with other entities [RA Dep. 834-835, 842
(Scientology Missions International, Mission Office Worldwide);
RA Dep. 835-841 (RTC, CSI, ASI, and Flag); VA Dep. pp. 1252, 835
("CMO" or Flag)].

1 Richard and married Dean Stokes, allegedly because of false
2 statements made by Stokes about Richard. [Joint Status Report,
3 p. 6.]

4 In 1981, plaintiffs assert that they moved to Los Angeles
5 and other California locations to work in the religious orders of
6 the newly formed Church of Scientology International and,
7 eventually, Religious Technology Center [Complaint, ¶¶ 16-19].
8 From 1983 until March, 1987, Vicki served as President and
9 Inspector General of RTC [VA Dep. pp. 11, 214- 15, 343, 353].
10 Richard became Chief of Security. [RA Dep. Sept. 8, 1988 at 636-
11 638.] Vicki claims that she was falsely imprisoned in Gilman Hot
12 Springs, California during her final two months with RTC,
13 February and March of 1987. [Complaint, First Cause of Action,
14 ¶¶ 29-33.] She also claims that during this same time period,
15 her privacy was invaded. [Complaint, Ninth Cause of Action, ¶¶
16 70-75.]

17 After plaintiffs left the Church, RTC provided them with a
18 low-interest loan to help them begin a secular life. [Counter-
19 claim, ¶¶ 10 - 11.] The Aznarans signed Release Agreements,
20 which bar the instant action and form the basis for the
21 counterclaim. [*Id.*, ¶¶ 16, 20 - 21.] The Aznarans returned to
22 the Dallas area, where they obtained employment, and began their
23 own private investigating agency, which they operate to this day.
24 [Ex. G, RA Dep., July 26, 1990 at pp. 136-140.]

25 Witnesses

26 Investigation and discovery in this case reveals that most
27 of the witnesses to be called by either side are either employees
28 of defendants or residents of Texas. The following key witnesses

1 to be called by defendants all reside in the Northern District of
2 Texas:

3 1. Vicki Aznaran.

4 2. Richard Aznaran.

5 3. Dean Stokes. Mr. Stokes was Vicki's second husband,
6 and the head of the Dallas Church where Vicki and Rick worked.
7 Mr. Stokes is expected to testify concerning the allegations made
8 in the Aznarans' complaint for their claims of emotional
9 distress, fraud, conspiracy and loss of consortium. [Id., ¶ 2.]

10 4. Whit Whitford. Mr. Whitford was the head of the Church
11 of Scientology of Austin and a friend of Richard's during 1973 -
12 1978. He is expected to testify concerning his knowledge of the
13 facts relevant to the Aznarans' allegations of fraud, emotional
14 distress, conspiracy and loss of consortium. [Id., ¶ 3.]

15 5. Pat Stetsell. Ms. Stetsell was a staff member of the
16 Dallas Church in 1972 and 1973, and is alleged by the Aznarans to
17 have made false representations which purportedly induced them
18 into taking Scientology religious counseling and classes. She is
19 expected to testify concerning her knowledge of the facts
20 relevant to the Aznarans' allegations of fraud, emotional
21 distress, conspiracy and loss of consortium. [Id., ¶ 4.]

22 6. Ken Kizer. Mr. Kizer was a staff member at the Dallas
23 Church during the time that Vicki and Richard were parishioners
24 and staff there. He is accused by Richard of causing Richard
25 emotional distress. He is expected to testify concerning his
26 knowledge of the facts relevant to the Aznarans' allegations of
27 fraud, emotional distress, conspiracy and loss of consortium.
28 [Id., ¶ 5.]

1 7. Melina Cockrell. Ms. Cockrell was a parishioner of the
2 Dallas Church during the same time period as plaintiffs. She is
3 expected to testify concerning her knowledge of the facts
4 relevant to the Aznarans' allegations of fraud, emotional
5 distress, conspiracy and of consortium. [Id., ¶ 6.]

6 8. Karen McRae. Ms. McRae is the sister of Vicki Aznaran.
7 She spoke with the Aznarans while they were routing off staff and
8 provided Vicki with employment upon the Aznarans' return to
9 Dallas. Her testimony will go to Vicki's state of mind and
10 alleged mental impairment after her experience with the Church.
11 Ms. McRae will be a hostile witness. (Id., ¶ 7.)

12 9. Marjorie Aznaran. Ms. Aznaran is Richard Aznaran's
13 mother. She will provide background information about Richard
14 Aznaran, will testify about Richard's emotional and mental states
15 when in the Church of Scientology and upon his return to Texas
16 after leaving the Church. She will be a hostile witness. [Id.,
17 ¶ 8.]

18 10. William Aznaran. Mr. Aznaran is Richard Aznaran's
19 father. He will provide background information regarding
20 Richard's life prior to his entering the Church of Scientology,
21 his mental and emotional states when in the Church and upon
22 Richard's return to Texas after having left the Church. He will
23 also testify about Richard's ability to work productively after
24 leaving the Church. He will be a hostile witness. [Id., ¶ 9.]

25 11. Jack McRae. Mr. McRae is Vicki Aznaran's father. He
26 will testify regarding Vicki's background, her emotional and
27 mental state when in the Church of Scientology and upon leaving
28 it. He will be a hostile witness. [Id., ¶ 10.]

1 12. Evelyn McRae. Ms. McRae is Vicki Aznaran's mother.
2 She will testify regarding Vicki's background, her emotional and
3 mental state when in the Church of Scientology and upon leaving
4 it. Ms. McRae will be a hostile witness. [Id., ¶ 11.]

5 13. Jacqueline McRae. Ms. McRae is Vicki Aznaran's sister.
6 She will testify regarding Vicki's background, her emotional and
7 mental states when in the Church of Scientology and upon leaving
8 it. Ms. McRae will be a hostile witness. [Id., ¶ 12.]

9 14. Matthew Shugart is Vicki Aznaran's son. He will
10 testify about his relationship with Vicki Aznaran prior to and
11 after her experiences in the Church of Scientology. He will
12 testify regarding his observations of Vicki Aznaran's behavior
13 and emotional states prior to and following her tenure in the
14 Church. He will be a hostile witness. [Id., ¶ 13.]

15 15. Ryan Krause. Mr. Krause was employed by Wackenhut
16 Private Investigators. He will testify regarding Richard's
17 activities when a private investigator for Wackenhut. [Id., ¶
18 14.]

19 16. William Neil. Mr. Neil is an attorney who employed
20 Vicki in 1987 when she first returned to Dallas. Mr. Neil will
21 testify concerning Vicki's state of mind and alleged mental
22 impairment after her fifteen years with the Church, including her
23 ability to work effectively, which Vicki claims was damaged.
24 [Id., ¶ 15.]

25 17. Tammy McLeroy. Ms. McLeroy is Richard's former wife
26 and was also a member of the Dallas Church. She will provide
27 eyewitness testimony disputing plaintiffs' loss of consortium,
28 emotional distress and fraud claims. [Id., ¶ 16.]

1 18. Nedra Kyles. Ms. Kyles is a private investigator who
2 employed Richard when he first returned to Dallas. Ms. Kyles
3 will testify concerning Richard's state of mind and alleged
4 mental impairment after his fifteen years with the Church,
5 including his ability to work effectively, which Richard claims
6 was damaged. [Id., ¶ 17.]

7 19. Joe Piwetz. The Aznarans' former landlord, Mr. Piwetz,
8 will testify concerning the prosperity of the Aznarans' Dallas
9 business. [Id., ¶ 18.]

10 20. Michael Clark. A former employee of the Aznarans,
11 Clark will give testimony relevant to the credibility of his
12 former employers, as well as their alleged damages. [Id., ¶ 19.]

13 21. Mike Albright. A former employee of the Aznarans,
14 Albright will give testimony relevant to the credibility of his
15 former employers, as well as their alleged damages. [Id., ¶ 20.]

16 22. Gary Franks. A friend of Richard Aznaran's who
17 introduced him to Scientology in Dallas in 1971. Mr. Franks will
18 provide eyewitness testimony disputing plaintiffs' emotional
19 distress and fraud claims. [Id., ¶ 21.]⁴

20 In addition, defendants are still in the process of locating
21 persons who were members of the Dallas Church with the Aznarans,
22 many of whom are still in Texas. (Id.) None of the Texas
23 residents may be subpoenaed to appear in California (F.R.Civ.P.
24 Rule 45(b)(2)), and none are employees of defendants. This

25
26 ⁴ In addition, the Church will call as witnesses approximately 8
27 additional former employees of the Aznarans. These witnesses all
28 reside in the Dallas area and are currently being located. They
will testify regarding the ability of the Aznarans to run a
business after they left the Church of Scientology.

1 effectively cuts off the ability of defendants to call these
2 people as witnesses. Accordingly, defendants are willing to
3 stipulate that they will voluntarily produce those employees of
4 defendants who are found to be percipient and relevant witnesses
5 to the Aznarans' claims for trial in Dallas, in order to
6 facilitate a fair and cost-effective resolution of this case.⁵

7 **ARGUMENT**

8 **I.**

9 **THIS COURT MAY TRANSFER AN ACTION TO ANOTHER**
10 **FEDERAL DISTRICT COURT FOR THE CONVENIENCE**
11 **OF THE PARTIES AND THE WITNESSES AND IN**
12 **THE INTERESTS OF JUSTICE**

13 A district court may transfer any civil action to any other
14 district or division where it might have been brought for "the
15 convenience of the parties and witnesses, in the interests of
16 justice." 28 U.S.C. §1404(a). Because the facts and
17 circumstances of each case are unique, transfer in any particular
18 case is left largely to the discretion of the court: "Wisely, it
19 has not been attempted to catalogue the circumstances which will
20 justify or require either grant or denial of remedy." Gulf Oil

21 _____
22 ⁵ In addition, defendants anticipate the calling of several
23 witnesses who are not defendants' employees, but who have
24 consented to be available at the trial of this action. These
25 witnesses will appear in Dallas at defendants' expense. The only
26 other witnesses named by either side are expert witnesses. Of
27 these, plaintiffs' claimed expert, Margaret Singer, resides in
28 San Francisco, California. Defendants' experts reside in Tampa,
Florida, New Brunswick, New Jersey, St. Louis, Missouri and
Dallas, Texas. There would be a cost burden of producing these
witnesses at trial in Los Angeles as well as in Dallas, since
none of these witnesses reside in the Central District. Defense
witness Dr. Lonnie Kliever is an expert witness who, however,
does reside in the Northern District of Texas.

1 Corporation v. Gilbert, 330 U.S. 501, 508, 67 S.Ct. 839, 843, 91
2 L.Ed. 1055 (1946). However, some of the factors typically
3 considered, which are relevant to this action, include residence
4 of the parties, availability of compulsory process for the
5 attendance of unwilling witnesses, Gulf Oil Corp., supra, at 508,
6 67 S.Ct. 839, Bartolacci v. Corporation of the Presiding Bishop
7 of the Church of Jesus Christ of the Latter-Day Saints, 476
8 F.Supp. 381, 382 (E.D. Pa. 1979); the cost of obtaining
9 attendance of willing witnesses, Gulf Oil Corp., supra, at 508,
10 Burbank International, Ltd. v. Gulf Consolidated International,
11 Inc., 441 F.Supp. 819, 822 n.4 (N.D.Tex. 1977); and "public
12 interests and policy, as well as the private interests of the
13 litigants." Bartolacci, supra, at 382.

14 Generally, the purpose of Section 1404 is "to prevent the
15 waste 'of time, energy and money' and 'to protect litigants,
16 witnesses and the public against unnecessary inconvenience and
17 expense.'" Van Dusen v. Barrack, 376 U.S. 612, 616, 84 S.Ct.
18 805, 809, 11 L.Ed.2d 945 (1964), quoting Continental Grain Co. v.
19 Barge FBL-585, 364 U.S. 19, 26-27, 80 S.Ct. 1470, 1474-1475, 4
20 L.Ed.2d 1540 (1960). Moreover, subsection (a) was specifically
21 intended to "afford relief to the defendant by placing him on an
22 equal footing with plaintiff in the selection of a forum."
23 Trader v. Pope & Talbot, Inc., 190 F.Supp. 282, 283 (E.D.Pa.
24 1961). Indeed, "the Plaintiff's choice of forum is entitled to
25 little consideration where, as in the instant case, he has sued
26 in a district other than the district in which he resides." M.P.
27 Paul v. International Precious Metals Corp., 613 F.Supp 174, 179
28 (S.D. Miss. 1985).

II.

A TEXAS TRIAL WOULD BE MORE CONVENIENT FOR THE PARTIES
AND THE WITNESSES IN THIS CASE

Application of §1404(a) to the facts of this case makes it plain that transfer is proper, and would make the trial of this matter more convenient to the parties and the witnesses. First, this diversity case could have been brought in the Northern District of Texas originally, since both plaintiffs reside in the Northern District of Texas, and since their claims arose there.⁶ 28 U.S.C. §1391.

Second, defendants seek to return the matter to plaintiffs' home district, making a potentially months-long trial a much more convenient and less expensive experience for plaintiffs themselves.⁷

Third, many of the claims raised by plaintiffs are more than fifteen years old, and predate the very existence of the defendants. Since all of these old events occurred in the Northern District of Texas, all of the remaining witnesses and records concerning the occurrences can only be found there.

(Declaration of Laurie J. Bartilson, ¶ 17.) Indeed, defendants

⁶ For purposes of this motion only, defendants do not contest that plaintiffs could have sued them in the Northern District of Texas.

⁷ Although plaintiffs may argue that the Dallas court is less convenient for their counsel, this is not a proper consideration on a motion to transfer. Solomon v. Continental American Life Insurance Co., 472 F.2d 1043, 1047 (3d Cir. 1973). Moreover, plaintiffs' counsel do not reside in the Central District of California, either -- both reside and have offices in Northern California. A flight to Dallas would take only an additional hour for them. Further, plaintiffs have Texas counsel, Karen McRae, who has represented them since at least 1987, well before this case was filed.

1 have listed for the Court 15 key witnesses who are required to
2 testify in defendants' case, and who are not subject to the
3 subpoena power of this Court, but could be subpoenaed in Dallas.

4 (Id.)

5 Fourth, plaintiffs seek substantial damages, claiming that
6 they were mentally impaired and distressed by their conversion to
7 the Scientology faith. Since 1987, they have resided and worked
8 in the Dallas area. Many witnesses can be found in that location
9 to testify as to the plaintiffs' apparent mental and emotional
10 condition, their life style and their ability to function in the
11 business and workaday world. None of these witnesses would be
12 available to plaintiffs in Los Angeles, a forum where plaintiffs
13 are virtually anonymous.

14 Fifth, only two of plaintiffs' eleven claims have their
15 basis in facts alleged to have occurred in California. The
16 witnesses to those alleged occurrences are plaintiffs and staff
17 members of defendants. Defendants are willing to stipulate that
18 they will make staff who are percipient witnesses to the matters
19 at issue herein available at a trial in the Northern District of
20 Texas, at defendants' expense. It is apparent to defendants that
21 such an expense would be far less than the expense of persuading
22 unwilling witnesses to come to a trial in California from Texas,
23 even assuming that they would be able to so persuade the Dallas
24 witnesses. (Bartilson Dec., ¶ 18)

25 Finally, discovery has shown that this case would not even
26 have been brought by plaintiffs in this district, but for the
27 improper influence of Joseph Yanny, plaintiff's former counsel,
28 whom this Court twice disqualified. Richard Aznaran has

1 testified in deposition that prior to bringing the action, he
2 discussed with Yanny whether to bring the action in Los Angeles
3 or Dallas, what the relevant statutes of limitation might be, and
4 whether or not Yanny would represent the Aznarans. [RA Dep., pp.
5 92-95, 101-104, 107-108.] Aznaran testified that his main
6 interest in bringing the case in Los Angeles was that he hoped to
7 hire an attorney familiar with Scientology litigation [Id., p.
8 94], and that he wanted to hire Yanny because of Yanny's
9 knowledge and experience in the area. [Id., pp. 107-108.] This
10 Court has already held that Yanny, and Yanny's hand-picked
11 successor, may not represent the Aznarans in this matter. Since
12 the Aznarans sought this forum for an improper purpose -- to hire
13 and consult with defendants' former lawyer -- their choice of
14 forum is not entitled to any deference by this Court.

15 III.

16 THE INTERESTS OF JUSTICE FAVOR TRIAL IN DALLAS

17 The interests of justice provision of §1404(a) is often
18 interpreted as looking to the interests of the court, rather than
19 the parties. The Supreme Court has noted that,

20 Administrative difficulties follow for courts when
21 litigation piled up in congested centers instead of
22 being handled at its origin. Jury duty is a burden
23 that ought not to be imposed upon the people of a
24 community which has no relation to the litigation. . .
25 There is a local interest in having localized
26 controversies decided at home.

27 Gulf Oil Corp., supra, 330 U.S. at 508-509, 67 S.Ct at 843.

28 Here, nine out of eleven causes of action, and the very

1 beginning of contact between plaintiffs and the Scientology
2 religion that they would put on trial, arose in Texas. Although
3 two claims concern matters that occurred primarily in California,
4 the majority of plaintiffs' claims have their factual and legal
5 basis in Texas. Plaintiffs need not have traveled to Los Angeles
6 to raise their action in an already over-congested court. Under
7 these circumstances, the interests of justice are to try this
8 case in the Northern District of Texas.

9 **CONCLUSION**

10 Discovery and investigation have revealed that the nexus is
11 greater between the facts and law raised by plaintiffs and the
12 Northern District of Texas than between the facts and law and
13 this Court. Moreover, defendants would be prevented from calling
14 necessary witnesses were trial to go forward here, although they
15 will be able to obtain service of process over those witnesses in
16 the state of Texas. Plaintiffs will not be handicapped by
17 returning to their home forum; indeed, it will be more convenient
18 for them as well, particularly because defendants have stipulated
19 to produce the witnesses. Defendants thus request that this

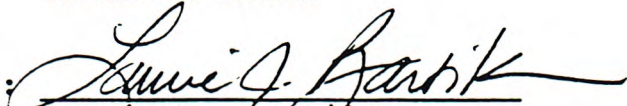
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1 Court transfer this case to the Northern District of Texas
2 forthwith.

3 DATED: July 16, 1992

Respectfully submitted,

4 BOWLES & MOXON

5 By: 
6 Laurie J. Bartilsoon

7 Attorneys for Defendants
8 CHURCH OF SPIRITUAL TECHNOLOGY
9 and CHURCH OF SCIENTOLOGY
INTERNATIONAL

10 Earle C. Cooley
COOLEY, MANION, MOORE & JONES

11 Attorneys for Defendants
12 CHURCH OF SPIRITUAL TECHNOLOGY
and RELIGIOUS TECHNOLOGY CENTER

13 James H. Berry, Jr.
14 BERRY & CAHALAN

15 Attorneys for Defendant
16 AUTHOR SERVICES, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND
RICHARD N. AZNARAN

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VERSUS

NO. CV 88-1786-WDK

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH
OF SPIRITUAL TECHNOLOGY,
INC.; SCIENTOLOGY
MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY
CENTER, INC.; AUTHOR
SERVICES, INC.; CHURCH
OF SCIENTOLOGY
INTERNATIONAL, INC.;
CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.;
MISSION OFFICE WORLDWIDE;
AUTHOR FAMILY TRUST; THE
ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; AND
NORMAN STARKEY

ORAL DEPOSITION OF

RICHARD N. AZNARAN

VOLUME 2

On the 5th day of July, 1988, at
10:00 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Cohan, Simpson, Cowlshaw, Aranza & Wulff,
in the City of Dallas, County of Dallas, State of
Texas, pursuant to the agreement hereinbefore set for

1 you signed?

2 A Yes.

3 Q Is that your signature on the second
4 page, August 17th, 1972?

5 A Yes, it is.

6 Q And are those your initials that appear
7 on various lines, RNA?

8 A Yes.

9 Q And is that your handwriting that appears
10 elsewhere on this document?

11 A Well, most of it, yes.

12 Q What part of this document consists of
13 handwriting that is not yours?

14 A The left-hand margin of page 1 contains
15 some notations. The 1970 jail overnight on -- under
16 section 1.b is not my handwriting. The No. 2.1
17 under section 1.c, the associated "X's" that you see
18 up and down the page. The section under 1.g where
19 it says EO something something data, maybe, is not
20 my handwriting. And the signature of Pat Stetsell
21 is not my handwriting.

22 Q Other than that, it is all your
23 handwriting?

24 A Yes.

25 Q And you read this before you signed it?

1 A Oh, yes.

2 Q When you joined staff for the first time
3 in the Church of Scientology organization, was that
4 the Southwest Mission in Dallas, Texas?

5 A Yes.

6 Q Did you speak to anybody before you
7 joined staff?

8 A That's -- I don't know what you are
9 asking.

10 Q Well, did you inquire as to what would be
11 required of you when you were on staff?

12 A No. Actually, my initial -- when I first
13 joined staff at the end of 1973, it was in a moment
14 of -- looking back on it, I would say temporary
15 insanity. But at the time, I was very excited and I
16 didn't even ask, I just wanted to join.

17 Q So you walked in and you said, "I want to
18 join"?

19 A Actually, what happened was Dean Stokes
20 had given a particularly rousing lecture that
21 evening and heavily stressing the fact that people
22 were needed to help spread Scientology at the end of
23 that lecture and that -- at the end of that lecture
24 I went to Stokes with Vicki and said that I wanted
25 to join p.

1 Q When Dean Stokes talked about spreading
2 Scientology, he talked about the concept of clearing
3 the planet?

4 A Yes.

5 Q Tell us a little bit more about what the
6 concept of clearing the planet means within the
7 Church of Scientology beliefs and practices.

8 A Well, it goes back to, first off, what we
9 discussed earlier, this purported state of clear
10 which is supposed to exist. And what happens when
11 you clear the planet is that everybody on the planet
12 achieves that state, and nobody is ever sick and,
13 you know, everybody is nice to each other, just a
14 real wonderful place.

15 Q And that is an objective that
16 Scientologists believe in, correct?

17 A Initially, I could say that that is
18 probably safe to assume.

19 Q And at the time that you joined staff,
20 you believed in it?

21 A Oh, yes.

22 Q And you believed that that was a
23 worthwhile objective?

24 A Yes.

25 Q So you joined staff?

1 A Yes.

2 Q When did you find out what your duties
3 would be on staff?

4 A Well, it was sort of evolutionary. The
5 franchise in Dallas was very small at that time.
6 There was only Dean Stokes, another staff member by
7 the name of Mike Martin, and some other kid. Right
8 after Vicki and I joined staff, I believe Cindy Hall
9 joined staff, and it was pretty much just a gofer
10 kind of job, you know, just go do this, go do that.
11 It wasn't a whole lot of -- you know, wasn't really
12 ironed out as to what is -- "This is going to be
13 your function as a staff member."

14 Q Were you employed elsewhere at the time?

15 A Prior to?

16 Q Prior to joining staff.

17 A Yes.

18 Q When you joined staff, did you give up
19 your other employment?

20 A Yes.

21 Q And what was your salary on staff at the
22 Southwest Mission?

23 A Initially there was no number. It grew
24 to \$10 a week.

25 Q So initially you volunteered your

1 services?

2 A Well, yeah. I mean, I did get my room
3 and my board, which was considered pay.

4 Q You --

5 A And I was supposed to, you know, receive
6 services which had a monetary value on them in lieu
7 of pay.

8 Q And did you receive those services?

9 A I -- over the years?

10 Q Yes.

11 A Yes.

12 Q Those were Church of Scientology
13 services?

14 A Yes.

15 Q Such as auditing?

16 A Yes.

17 Q And courses?

18 A Exactly.

19 Q And training?

20 A Yes.

21 Q Were you living with Vicki Aznaran at the
22 time?

23 A Yes.

24 Q Was she working at the mission, as well?

25 A Prior to that or --

9 A Not for several years.

10 Q When was the first employment agreement
11 that you signed with the Church of Scientology
12 organization?

13 A I would guess that it was probably '75 or
14 '6.

15 Q Did you ever -- which organization did
16 you sign?

17 A That was the Dallas franchise.

18 Q Did you sign any employment agreement
19 with any other Church of Scientology organization
20 subsequent to this?

21 A Yes.

22 Q When was that?

23 A In 19, I believe, '77, I heard a lecture
24 by a man by the name of Hal Holmes. And as a result
25 of that lecture, I signed a Sea Organization

1 offices of L. Ron Hubbard, where I worked in public
2 relations, initially working in public relations
3 over -- in public relations jargon was the staff
4 members of the Flag Land Base. I was later -- later
5 my senior was removed from post, and I was promoted
6 in her stead to Public Relations Officer
7 International, where I was supposed to represent
8 Hubbard on all public relations fronts across the
9 planet.

10 Q Let's stop there, because you are
11 covering a lot of territory, and I want to go into
12 detail on some of the matters.

13 A Certainly.

14 MR. HERTZBERG: Will you mark this as
15 No. 137, please.

16 (Deposition Exhibit 137 marked.)

17 Q Have you had occasion to look at Exhibit
18 No. 137?

19 A Yes.

20 Q Is this the document which you testified
21 was the first employment contract that you signed
22 with any church entity?

23 A Yes.

24 Q Is that your signature that appears on
25 the second page above the line "applicant"?

1 A Yes.

2 Q Does your handwriting appear elsewhere on
3 this document?

4 A Yes. It appears at the top of page 1
5 where I identify myself, my address, my place and
6 date of birth, and on the bottom of page 2, where it
7 is filled out with my name.

8 Q Is there any handwriting on this that is
9 not yours?

10 A Yes. There are two signatures on the
11 bottom of page 2 which are not mine.

12 Q One of them is Vicki Stokes?

13 A Yes.

14 Q And one is Mike Martin?

15 A That's correct.

16 Q You read this document before you signed
17 it?

18 A Yes.

19 Q This document states the conditions of
20 working on staff at the Church of Scientology
21 Mission of the Southwest, does it not?

22 A Yes.

23 Q And you were familiar with those
24 conditions when you signed this?

25 A Yes.

1 which point there was times when I thought that I
2 had done something worthwhile. And I would have to
3 say probably the same with 4 and 5.

4 Q OT 4 Nd 5?

5 A Yeah. Yes, sir.

6 Q Those generally are, as best you can
7 recall, now, processes from which you feel that you
8 obtained gains?

9 A Well, that's the way they are lumped
10 together. You are using the term "processes" rather
11 than levels. They are not interchangeable.

12 Q All right.

13 (Deposition Exhibit 148 marked.)

14 Q Would you look at the document which has
15 been marked as 148.

16 A Yeah. I think this is the one I thought
17 I got away without having to sign.

18 Q You, in fact, signed this document, did
19 you not?

20 A Yeah.

21 Q And that is your signature that appears
22 on the line for signature on page 7?

23 A Well, there is -- my first signature is
24 actually on the bottom of page 2.

25 Q All right.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND
RICHARD N. AZNARAN

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VERSUS

NO. CV 88-1786-WDK

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH
OF SPIRITUAL TECHNOLOGY,
INC.; SCIENTOLOGY
MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY
CENTER, INC.; AUTHOR
SERVICES, INC.; CHURCH
OF SCIENTOLOGY
INTERNATIONAL, INC.;
CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.;
MISSION OFFICE WORLDWIDE;
AUTHOR FAMILY TRUST; THE
ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; AND
NORMAN STARKEY

ORAL DEPOSITION OF
RICHARD N. AZNARAN

On the 8th day of September, 1988, at
10:20 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Stanley, Harris, Rice, 3100 McKinnon, Suite 1000,
in the City of Dallas, County of Dallas, State of
Texas, pursuant to the agreement hereinbefore set forth.

1 Q -- and give them to you?

2 A Yes.

3 Q Did you go and see -- did you go --
4 strike that. Did Vicki go up to Gilman Hot Springs
5 with you?

6 A I don't recall. She may have, she may
7 not have. I don't recall.

8 Q All right. You went to see Ingber. What
9 did you do next?

10 A Until the next day, I don't think I did
11 anything other than just what would have been normal
12 functions for me to do while I was there.

13 Q Which were?

14 A Oversee security, see how security was
15 going, check on what was going on in that particular
16 area, if they were having any problems, help them
17 out with it, whatever.

18 Q Well, were you in charge of security at
19 that time in Gilman Hot Springs?

20 A Yes.

21 Q While you were posted at OSA Int.?

22 A Yes.

23 Q How long had you been in charge of
24 security at Gilman Hot Springs while being posted at
25 OSA Int. in Los Angeles?

1 A Well, I was posted in the -- what was
2 known as the Executive Strata. Okay. I took over
3 security at Gilman Hot Springs in late '82. That
4 was from the position of Safety Officer.

5 Q Late '82?

6 A Yes.

7 Q And did you continue in that position?

8 A I continued in that position until David
9 Miscavige transferred the post to Executive Strata.

10 Q Which was when?

11 A I don't know. I don't have an exact
12 date.

13 Q Do you have a year?

14 A I would think '84.

15 Q And then who became in charge?

16 A I was still in charge.

17 Q Still in charge?

18 A Yes. Now, I was posted in Executive
19 Strata. There was a point where we had a \$20,000
20 payroll robbery at Bridge Publications in Los
21 Angeles. At that point, I went to Los Angeles to
22 work on that case. Subsequent to that, I started
23 doing work for OSA Int., and my post was transferred
24 from Executive Strata to OSA Int., where I was the
25 Deputy Investigation Secretary, and I was still over

1 security -- I might add, I skipped earlier on that I
2 had also taken over security in Los Angeles -- I had
3 actually established security in Los Angeles and ran
4 that as well as security in Clearwater, Florida, and --
5 anyway, so I went to OSA Int. At that point, I was
6 still over security. I had an assistant by the name
7 of Kenny Seybold, S-e-y-b-o-l-d, who was the -- who
8 was my deputy over security at Gilman Hot Springs.
9 But I was ultimately responsible.

10 Q So did you run security at Gilman Hot
11 Springs while being posted in Los Angeles? That's
12 what I am attempting to determine.

13 A Yes, I was over that area.

14 Q How often do you go up there?

15 A Different amounts of times. I mean,
16 different -- I went up there as needed.

17 Q Okay. My records show that you were
18 posted as Deputy Establishment Executive
19 International for Security at Executive Strata
20 International on July 31st, 1984.

21 A Good.

22 Q Does that comport with your recollection?

23 A Yeah. That sounds pretty good.

24 Q Okay. Now, going back to where we were,
25 you say the first -- you left the meeting at ASI,

1 IN THE UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 VICKI J. AZNARAN AND *
 4 RICHARD N. AZNARAN *
 5 VERSUS * NO. CV 88-1786-WDK
 6 CHURCH OF SCIENTOLOGY OF *
 7 CALIFORNIA, INC.; CHURCH *
 8 OF SPIRITUAL TECHNOLOGY, *
 9 INC.; SCIENTOLOGY MISSIONS *
 10 INTERNATIONAL, INC.; *
 11 RELIGIOUS TECHNOLOGY *
 12 CENTER, INC.; AUTHOR *
 13 SERVICES, INC.; CHURCH OF *
 SCIENTOLOGY INTERNATIONAL, *
 INC.; CHURCH OF *
 SCIENTOLOGY OF LOS *
 ANGELES, INC.; MISSION *
 OFFICE WORLDWIDE; AUTHOR *
 FAMILY TRUST; THE ESTATE *
 OF L. RON HUBBARD; DAVID *
 MISCAVIGE; AND NORMAN *
 STARKEY *

14 ORAL DEPOSITION OF
 15 RICHARD N. AZNARAN
 16 VOLUME 4

17
 18 On the 13th day of June 1989, at 10:10 a.m.
 19 the oral deposition of the above-named witness was taken
 20 at the instance of the defendants before Roger W.
 21 Miller, Certified Shorthand Reporter in and for the
 22 State of Texas, at the offices of Stanley, Harris, Rice,
 3 3100 McKinnon, Suite 1000, in the City of Dallas, County
 4 of Dallas, State of Texas, pursuant to the agreement
 5 hereinafter set forth.

COPY

1 also hit my front left quarter panel.

2 Q. Did you tell that investigating officer that
3 your accelerator stuck which caused you to drive into
4 the back of the vehicle in front of you?

5 A. No. I told him the accelerator was stuck, but
6 I told him that the hit from the front left quarter
7 panel is what knocked me forward.

8 Q. I want to go over with you the sixth cause of
9 action set forth in your complaint -- namely, the cause
10 of action for fraud.

11 It starts with paragraph 53. And it repeats
12 and realleges and incorporates by reference the
13 allegations of paragraphs 2 through 28 and 29 through
14 33. So I'm going to back up later and go to those, but
15 I want to go first to paragraph 54 where you allege that
16 the defendants and each of them presented to the
17 plaintiff and others that they were rendering services
18 of a spiritual and psychological nature that would make
19 plaintiffs better persons.

20 I'm not asking you to speak for Vicki, now,
21 but, only for yourself. Can you tell me when and where
22 and by whom that representation was made to you for the
23 first time?

24 A. The absolute first time?

25 Q. Yes.

1 A. That would have been during the fall of 1971.

2 Q. And would that have been at the
3 Southwest -- Scientology Southwest?

4 A. Actually, I think they called it
5 the -- actually they didn't call it that, then, they
6 called it just the Dallas franchise or something.

7 Q. Okay. And who made that representation to
8 you?

9 A. The person giving the introductory lecture,
10 the same person who said that the reason it was a
11 religion was for tax purposes.

12 Q. Dean Stokes?

13 A. No.

14 Q. Who was it?

15 A. Don't recall his name.

16 Q. Oh, you don't remember the name?

17 A. No. Pat Stetsell was the -- it was her
18 franchise.

19 Q. Well, now, did that person represent, as you
20 allege here, that defendants were rendering services of
21 a spiritual and psychological nature that would make you
22 a better person?

23 A. Well, that was the first time any
24 representations were made. It was more towards the
25 psychological at that point.

1 Q. Did -- was a representation made to you in how
2 it would make you a better person?

3 A. Yes.

4 Q. And what was said?

5 A. This concept of having a reactive mind was
6 explained to me and how people were the effects of their
7 reactive minds and how the proven, scientific techniques
8 in the form of Scientology and Dianetics, these adverse
9 effects could, in fact, be done away with and, in fact,
10 the whole reactive mind, itself, could be done away
11 with. Reactive mind was presented much as what could be
12 compared to like the subconscious mind, for example.

13 Q. Was a distinction drawn between the reactive
14 mind and the analytical mind?

15 A. Yes.

16 Q. And --

17 A. It was also presented, you know, that you
18 could increase your memory, be free from physiological
19 and -- dysfunction, et cetera, et cetera, all the
20 claims made in Dianetics.

21 Q. Was this the same person that made these
22 representations --

23 A. Yes.

24 Q. -- that first time?

25 A. Yes.

1 services there during that period of time? '71 to, say,
2 '75?

3 A. I took it -- took services there in '71, then
4 I started again in '72, and I took them all the way
5 through '78, I believe.

6 Q. Until you joined the Sea Org?

7 A. Yeah.

8 Q. Okay. During that period of time, the time
9 you started until you joined the Sea Org, was there a
10 repetition of those representations made to you by
11 persons affiliated with the Southwest organization or
12 the Dallas organization?

13 A. Amongst other organizations as well, yes.

14 Q. Well, let's focus on Dallas for now, and then
15 we will go to the other ones.

16 Who at Dallas repeated these representations
17 that are set forth in paragraph 54?

18 A. Dean Stokes, all the other staff of which I
19 can't remember all their names up to thirty-five
20 people. I mean, it was one of those things that is
21 treated as common knowledge.

22 Q. Well, I'm just trying to have you identify for
23 me those that you can identify.

24 A. Okay.

25 Q. Dean Stokes is one of them?

1 A. Yes. He was the senior most person there.

2 Q. The person that -- whoever gave you the first
3 lecture, whose name you can't remember?

4 A. Uh-huh.

5 Q. All right.

6 A. Pat Stetsell.

7 Q. Pat Stetsell?

8 A. Sure. Delores Stokes.

9 Q. Okay.

10 A. Alan Walter. Gary Nelson, Hazel Nelson. And,
11 again, just on and on with staff.

12 Q. They made these same specific representations
13 that are in paragraph 54, correct?

14 A. Uh-huh.

15 Q. Now, during that same period of time, as I
16 understand it, you have said that there were other
17 people at other organizations who made those
18 representations to you. Who were they and where were
19 they?

20 A. Supervisors at different courses in Austin,
21 Los Angeles, Orange County.

22 Q. Can you remember any names?

23 A. What was that -- what's her face? What was
24 Heber Jentzsch's first wife's name? Karen -- no, not
25 Karen, but ---well, I can't think of her name. She was

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND *
RICHARD N. AZNARAN *

VERSUS *

NO. CV 88-1786-WDR

CHURCH OF SCIENTOLOGY OF *
CALIFORNIA, INC.; CHURCH *
OF SPIRITUAL TECHNOLOGY, *
INC.; SCIENTOLOGY MISSIONS *
INTERNATIONAL, INC.; *
RELIGIOUS TECHNOLOGY *
CENTER, INC.; AUTHOR *
SERVICES, INC.; CHURCH OF *
SCIENTOLOGY INTERNATIONAL, *
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SCIENTOLOGY OF LOS *
ANGELES, INC.; MISSION *
OFFICE WORLDWIDE; AUTHOR *
FAMILY TRUST; THE ESTATE *
OF L. RON HUBBARD; DAVID *
MISCAVIGE; AND NORMAN *
STARKEY *

ORAL DEPOSITION OF

RICHARD N. AZNARAN

VOLUME 5

On the 14th day of June 1989, at 10:15 a.m.
the oral deposition of the above-named witness was taken
at the instance of the defendants before Roger W.
Miller, Certified Shorthand Reporter in and for the
State of Texas, at the offices of Stanley, Harris, Rice,
3100 McKinnon, Suite 1000, in the City of Dallas, County
of Dallas, State of Texas, pursuant to the agreement
hereinafter set forth.

1 Q. Oh, I'm not asking you to go into implied
2 contracts.

3 A. Okay.

4 Q. I'm talking about contracts where you either
5 sit down and write it out or you talk to the other
6 person and you enter into an oral agreement.

7 A. I was given materials from CST which -- well,
8 again, I don't know if that answers your question, so --

9 Q. Did you sign for them?

10 A. No. But on the -- I was going to say on the
11 terms themselves they promise such things.

12 Q. Uh-huh. Did you enter into any written
13 contracts with Scientology Missions International?

14 A. Oh, I'm sure I did.

15 Q. And that would have been when you were at the
16 Southwest --

17 A. Well, at that time, it would have been the
18 Mission Office Worldwide.

19 Q. Well, that's a separate defendant in your
20 case.

21 A. I'm clarifying. I'm answering your question.
22 You said that would have been Mission Office of the
23 Southwest, and I said, No, that would have been Mission
24 Office Worldwide.

25 Q. All right. Which missions did you deal with

1 to be signing contracts with Scientology Missions
2 International after you left the Southwest?

3 A. It would have been Scientology Missions
4 International directly.

5 Q. Okay. And what were those contracts about?

6 A. They would have been when we were establishing
7 setting up SMI.

8 Q. I'm sorry?

9 A. When we were setting up SMI.

10 Q. Okay.

11 A. Scientology Missions International. It would
12 have been probably during the period -- that period
13 where we were setting it up. It was being set up out of
14 our service, the public relations office.

15 Q. And did you sign contracts with SMI that
16 contained the representation that SMI was going to
17 provide you with spiritual and psychological services?

18 A. I'm not sure.

19 Q. Did you sign any contract with SMI that said
20 that Scientology was an applied religious philosophy?

21 A. I'm not sure.

22 Q. Okay. Did you sign any written contracts with
23 Religious Technology Center?

24 A. Yes.

25 Q. And what were those contracts?

1 A. Oh, there was a -- there was various contracts
2 in regards to courses and there was various -- there was
3 at least one contract with being a staff member.

4 Q. And did those -- well, let's deal first with
5 the staff member contract. Was that a five-year
6 contract?

7 A. Yes. I believe so.

8 Q. And did that contract provide that Religious
9 Technology Center promised to provide you with
10 spiritual and psychological services?

11 A. Yes.

12 Q. Did it also provide -- that Scientology was an
13 applied religious philosophy?

14 A. I don't recall.

15 Q. When did you enter into your staff contract,
16 there?

17 A. With RTC?

18 Q. Yes.

19 A. I don't recall.

20 Q. Well, it was in the '80s sometime, wasn't it?

21 A. Yes.

22 Q. Bearing in mind, as I think you testified, you
23 came back from Clearwater in 1981?

24 A. I could even do better than that. RTC didn't
25 come into being until '82, at least, so --

1 Q. All right. Sometime after '82 you entered
2 into a --

3 A. I would even go so far as to say '83 or later.

4 Q. Did you enter into one staff contract or more
5 than one staff contract?

6 A. I don't recall.

7 Q. All right.

8 A. In my entire history with the Church?

9 Q. No, no, at RTC.

10 A. Oh, I don't recall. I would assume one, but
11 that may be incorrect.

12 Q. And did you sign contracts with them when you
13 took courses in auditing?

14 A. Yeah.

15 Q. Did --

16 A. But, again, that would have been with other
17 organizations as well as with them. I mean, that's
18 another thing. It's like you may be in one
19 organization, but you are training in another
20 organization.

21 Q. Right.

22 A. For example, I have contracts with
23 International Network of Computer Organized Management,
24 but they are not mentioned as a defendant.

25 Q. All right. And you have contracts down at

1 Flag, too, don't you?

2 A. Sure.

3 Q. When you took services down there?

4 A. Yes.

5 Q. And you know that some of those contracts
6 refer to Scientology as an applied religious philosophy,
7 don't they?

8 A. I don't offhand. If you want to show me one,
9 I will be happy to --

10 Q. Well, do you have a memory of it?

11 A. I know that the Guardian's Office at one point
12 pushed that everything -- all these contracts had to
13 state that.

14 Q. Did these contracts also state what is said in
15 paragraph 61 --

16 MR. GREENE: I have got to object, because
17 he did not say that they did state it, so to say did
18 they also state assumes a fact also not in evidence,
19 also a compound question.

20 MR. COOLEY: All right.

21 Q. Did they state that whatever -- whoever you
22 were signing with down at Clearwater promised to provide
23 spiritual and psychological services to you?

24 A. Yeah.

25 Q. Okay. Did you have written contracts with

1 Author Services INC?

2 A. Yes, I believe I did.

3 Q. When?

4 A. Back when it was very first established, and I
5 was supposed to go back into -- back when Author
6 Services was first formed up, David Miscavige, at least
7 David Miscavige, wanted me to work as a public relations
8 officer for LRH and Author Services. Initially, I
9 agreed to do that and signed all the papers and
10 everything and then, later, requested specifically not
11 to and ended up not going.

12 Q. Did those written contracts say that Author
13 Services was going to provide you with spiritual and
14 psychological services?

15 A. As I recall, that was in Author Services, when
16 it was first forming up, and it did not have the same
17 set-up as it did now, or I assume it does now, I don't
18 know, as it did in '87. But it included stuff about
19 getting audited and so forth.

20 Q. Did it contain language about Scientology
21 being an applied religious philosophy?

22 A. Don't recall.

23 Q. But do you recall that it contained language
24 about promising to provide spiritual and psychological
25 services?

1 A. Yes, it did. Yes, because Author Services
2 did provide auditing and training in Scientology
3 courses.

4 Q. Well, but I haven't been focusing -- I have
5 been focusing on the promising to provide spiritual and
6 psychological service.

7 A. That's what those are.

8 Q. A representation or a promise.

9 A. That's what they say they are, anyway.

10 Q. All right. That is what you are saying you
11 understand auditing to be?

12 A. I did then.

13 Q. Do you now?

14 A. No. But then I was brainwashed.

15 Q. I understand your position. Now, what about
16 the Church of Scientology International, did you have
17 contracts with the Church of Scientology
18 International?

19 A. Yes.

20 Q. Same answer, that they contained provisions?

21 A. Yes.

22 Q. Saying they are going to provide you with
23 spiritual psychological services?

24 A. Yes.

25 Q. Did any of them contain language about the

1 Scientology being an applied religious --

2 A. Don't specifically recall.

3 Q. Applied religious philosophy.

4 A. Right.

5 Q. All right. You have told us about Mission
6 Office Worldwide. That was when you were in Dallas,
7 right, back in the early '70s back in the early '70s?

8 A. My initial one, yes.

9 Q. And what other contracts did you sign with
10 them over the years? At what missions?

11 A. I signed one with they want in 1978 to
12 actually open up my own mission.

13 Q. Did you ever open up your own mission?

14 A. No. We ended up being recruited into the Sea
15 Organization.

16 Q. All right. You were -- when you were going to
17 leave Dean Stokes' mission, you were going to open up
18 your own?

19 A. Initially, yes.

20 Q. Yeah. And then you got recruited into the Sea
21 Org instead?

22 A. Yes.

23 Q. You and Vicki?

24 A. Yes.

25 Q. Where were you going to open up your own .

1 mission?

2 A. Here in Texas.

3 Q. Did you actually enter into a contract with
4 Mission Office Worldwide to do that?

5 A. I believe so, yes.

6 Q. And was -- and was your opening of a mission
7 approved by Mission Office Worldwide?

8 A. I don't think -- I think -- I think that
9 subsequently I found out that it was, but prior to my
10 receiving formal notification that it had, I had already
11 joined the Sea Org.

12 Q. And did that contract contain statements that
13 you were going to provide spiritual and psychological
14 services to people at the mission you opened up?

15 A. Don't recall.

16 Q. Did it contain any of the language I referred
17 to about Scientology being an applied religious
18 philosophy?

19 A. Don't recall.

20 Q. All right. Did you ever have a written
21 contract with Author Family Trust?

22 A. Yes.

23 Q. When was that?

24 A. That would have been after Hubbard died.

25 Q. All right. I am not -- I am distinguishing

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND
RICHARD N. AZNARAN

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VERSUS

NO. CV 88-1786-WDK

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH
OF SPIRITUAL TECHNOLOGY,
INC.; SCIENTOLOGY
MISSIONS INTERNATIONAL,
INC.; RELIGIOUS
TECHNOLOGY CENTER, INC.;
AUTHOR SERVICES, INC.;
CHURCH OF SCIENTOLOGY
INTERNATIONAL, INC.;
CHURCH OF SCIENTOLOGY
OF LOS ANGELES, INC.;
MISSION OFFICE WORLDWIDE;
AUTHOR FAMILY TRUST; THE
ESTATE OF L. RON HUBBARD,
DAVID MISCAVIGE, AND
NORMAN STARKEY

ORAL DEPOSITION OF
VICKI AZNARAN

On the 21st day of June, 1988, at
10:00 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Cohan, Simpson, Cowlshaw, Aranza & Wulff,
in the City of Dallas, County of Dallas, State of
Texas, pursuant to the agreement hereinafter set forth.

VICKI AZNARAN - 6-21-83

1 Q And what was your position in RTC at that
2 time?

3 A I believe it was Deputy Inspector
4 General.

5 Q You were Deputy Inspector General of RTC
6 commencing when?

7 A September of 1983.

8 Q And you were subsequently named Inspector
9 General, were you not?

10 A Yes.

11 Q And when were you named Inspector General
12 of RTC?

13 A I don't really recall. I think it was
14 '84, but I'm not positive. Might have been '85.

15 Q And were you at some point named
16 President of RTC?

17 A I believe so, yes.

18 Q Do you recall when that occurred?

19 A I think that that was in '83.

20 Q You were President at the same time you
21 were Deputy Inspector General, that --

22 A I think so. I mean, my dates may be a
23 little off, but I think so.

24 Q Did you have anything to do with the
25 initial employment of Mr. Yanny as counsel for RTC?

VICKI J. AZNARAN - 6-21-88

1 you were not undergoing -- continually undergoing
2 physical trauma, were you?

3 A I would have to say it was off and on.

4 Q Do you know what physical trauma is?

5 A I would say it is physical stress.

6 Q In any event, from mid-1983 until Mr.
7 Hubbard died on January 24th, 1986, you were in a
8 command position in the Religious Technology Center,
9 weren't you?

10 A Yes.

11 Q And during all of that period, you were
12 either the Deputy Inspector General or the Inspector
13 General?

14 A Well, yes, I became -- I think in
15 September of '83, I became the Deputy Inspector
16 General.

17 Q Right. And this allegation is talking
18 about the period from mid-'83 until January 24, '86?

19 A Yes.

20 Q And during virtually 90 percent of that
21 period -- what was the day you gave me on the Deputy
22 Inspector General?

23 A I think it was in September of 1983.

24 Q All right. September of '82?

25 A '83.

VICKI J. AZNARAN - 6-21-88

1 Q '83? So three months after this
2 allegation begins, you were Deputy Inspector General
3 of the Religious Technology Center and sometime
4 later, in either '84 or '85, you became the
5 Inspector General and you, in substance, ran the
6 Religious Technology Center, didn't you?

7 A Pretty much.

8 Q You were the boss over there, weren't
9 you?

10 A Pretty much.

11 Q Jesse Prince worked for you? Huh?

12 A Yes.

13 Q He was Deputy IG for external?

14 A Yes.

15 Q Later became IG External or was there
16 such a title? Was it always Deputy?

17 A I believe it was always Deputy.

18 Q All right. And Warren McShane, he worked
19 for you?

20 A Yes.

21 Q And Alan Cartwright, he worked for you?

22 A Yes.

23 Q And how big a staff did you have that
24 came under your command?

25 A It varied. Probably at its highest,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND *
RICHARD N. AZNARAN *

VERSUS * NO. CV 88-1785-WDK

CHURCH OF SCIENTOLOGY OF *
CALIFORNIA, INC.; CHURCH *
OF SPIRITUAL TECHNOLOGY, *
INC.; SCIENTOLOGY *
MISSIONS INTERNATIONAL, *
INC.; RELIGIOUS *
TECHNOLOGY CENTER, INC.; *
AUTHOR SERVICES, INC.; *
CHURCH OF SCIENTOLOGY *
INTERNATIONAL, INC.; *
CHURCH OF SCIENTOLOGY OF *
LOS ANGELES, INC.; *
MISSION OFFICE WORLDWIDE; *
AUTHOR FAMILY TRUST; THE *
ESTATE OF L. RON HUBBARD; *
DAVID MISCAVIGE; AND. *
NORMAN STARKEY *

ORAL DEPOSITION OF
VICKI J. AZNARAN

On the 22nd day of June, 1988, at
10:00 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Cohan, Simpson, Cowlshaw, Aranza & Wulff,
in the City of Dallas, County of Dallas, State of
Texas, pursuant the agreement hereinbefore set
forth.

COPY

1 you ran RTC as its head and had a number of
2 subordinates under you, is that a fair statement?

3 A Yes.

4 Q And each of the corporations functioned
5 in much the same way, did it not?

6 A As you went down the hierarchy, they had
7 less and less control over their own affairs, but it
8 was similar.

9 Q Well, the lower you were in the
10 hierarchical ranking, the less control you had over
11 the broad function, but you had control over
12 whatever your own hat was, didn't you?

13 A No.

14 Q Well, how -- when you say you went down
15 in the hierarchy, you mean within a given
16 corporation, the lesser the position, the lesser the
17 control, is that a fair statement?

18 A I don't understand that.

19 Q Well, you tell me what you meant by as
20 you go down the hierarchy you had less control.

21 A Well, like, take an organization like the
22 Church of Scientology of Austin, for example. They
23 did not control their own finances.

24 Q Are you talking about a mission or about
25 a church?

1 Q In 1972?

2 A Yes.

3 Q And you worked in various staff positions
4 in that mission, did you not?

5 A Yes.

6 Q Over the period of time from 1972 until
7 you moved up, is that right?

8 A Yes.

9 Q You joined the Sea Org in 1978?

10 Huh?

11 A Yes.

12 Q And you continued to rise in positions
13 until you came to occupy the position of head of the
14 Religious Technology Center, isn't that
15 right?

16 A Yes.

17 Q And isn't that, indeed, the way most
18 personnel rise to positions of responsibility and
19 importance within the church, they start at the
20 lower orgs and move to the higher orgs?

21 A Some of them do, yes.

22 Q All right. What other examples do you
23 have of this lack of control at the lower levels?

24 A If a mission is sent from a higher
25 organization into a lower one, be it a franchise or

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND
RICHARD N. AZNARAN

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VERSUS

NO. CV 88-1785-WDK

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH
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INC.; SCIENTOLOGY
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CENTER, INC.; AUTHOR
SERVICES, INC.; CHURCH
OF SCIENTOLOGY
INTERNATIONAL, INC.;
CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.;
MISSION OFFICE WORLDWIDE;
AUTHOR FAMILY TRUST; THE
ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; AND
NORMAN STARKEY

ORAL DEPOSITION OF

VICKI J. AZNARAN

On the 30th day of June, 1988, at
10:00 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Cohan, Simpson, Cowlshaw, Aranza & Wulff,
in the City of Dallas, County of Dallas, State of
Texas, pursuant to the agreement hereinbefore set forth

COPY

1 (Recess.)

2 Q Would you look at Exhibit No. 2, please,
3 Ms. Aznaran?

4 A Okay.

5 Q Exhibit No. 2 is the Complaint in this
6 action which was filed by you and your husband?

7 A Right.

8 Q Would you turn your attention to
9 paragraph 10, which appears at the bottom of page 3
10 of the Complaint? Would you look at the beginning
11 of that paragraph which reads, "In or about 1975,
12 plaintiffs entered into a five-year renewable
13 written employment agreement with defendants."

14 Do you see that?

15 A Yes.

16 Q All right. You understand that
17 plaintiffs are you and your husband, correct?

18 A Yes.

19 Q Starting with yourself, what employment
20 agreement did you enter into in 1975?

21 A Let me --

22 MR. VAN SICKLE: I object to the form
23 of the question. It is vague and ambiguous.

24 MR. HERTZBERG: Well, I'm asking --

25 MR. VAN SICKLE: Are you asking for

1 the terms of the written agreement or her
2 understanding?

3 MR. HERTZBERG: No.

4 MR. VAN SICKLE: That's not clear
5 from the question.

6 MR. HERTZBERG: I will -- I would
7 like the question to be read back, please.

8 (So read.)

9 Q Do you understand that question, Ms.
10 Aznaran?

11 A I think so. I mean, I don't know.

12 Q Well, the Complaint alleges that the
13 plaintiffs -- and that would include yourself --

14 A Right.

15 Q -- entered into a five-year renewable
16 written employment agreement.

17 A Right.

18 Q I'm asking you what agreement is that
19 that is referred to at the beginning of paragraph 10
20 of your Complaint?

21 A At some point in time when we worked for
22 Scientology of the Southwest, we signed five-year
23 contracts. I think it was around 1975 when we first
24 signed those.

25 Q And --

1 A Does that answer --

2 Q Those are the contracts that are referred
3 to here?

4 A Yes.

5 Q Both you and your husband signed those
6 contracts, correct?

7 A I believe so. Yes.

8 Q And what does the word "renewable" refer
9 to in that phrase there?

10 A Well, that you could resign them, like
11 every five years, I believe is the way it worked.

12 Q And by "you," you mean one who signed the
13 employment contract?

14 A Myself or anyone.

15 Q Did you, in fact, renew your employment
16 agreement?

17 A I think I only ever signed one with
18 Scientology of the Southwest, if I recall correctly,
19 and then when I went to Clearwater, to Flag, I think
20 I signed another one there.

21 Q Well, the one you signed at Flag, in
22 Clearwater, is not the one referred to in paragraph
23 10, correct?

24 A I wouldn't say so no, because it would be
25 after that.

1 Q Do you see the list of the defendants who
2 have been named in this action on the first page of
3 Exhibit 2, named in the Complaint?

4 A Yes.

5 Q Would you examine that list for a moment,
6 please.

7 A Okay.

8 Q Did you, at any time, sign an employment
9 agreement with any of the entities or persons listed
10 as defendants in the Complaint?

11 A I believe I had one with CSC. I believe
12 I had one with -- well, you showed one yesterday
13 with Religious Technology Center. I believe I had
14 one with Church of Scientology International at some
15 point between CSC and RTC.

16 Q Were any of those employment agreements
17 that you just testified that you believe that you
18 had signed in or about 1975?

19 A The one with the mission, which I suppose
20 would cover Mission Office Worldwide. I don't know.
21 The one I had with Scientology of the Southwest.

22 Q Do you have a copy of the employment
23 agreement that you signed with the Mission of
24 Southwest that is referred to at the beginning of
25 paragraph 10?

1 A No. I'm not positive that I -- I think I
2 signed one. That's my recollection. But Dean did
3 not want he or I to sign one for a long time because
4 he said if we ever got kicked out, we would get
5 freeloader bills, and if we never signed anything,
6 then we wouldn't. And so he was, like, real kind of --
7 I know Richard signed one.

8 Q Does Richard have a copy of that
9 contract, to your knowledge?

10 A No. He doesn't.

11 Q He does not?

12 A No.

13 Q It is your testimony, then, that you may
14 not, in fact, have signed a contract for employment
15 with anybody in or about 1975, as described at the
16 beginning of paragraph 10, correct?

17 A I believe I did. I'm just not positive
18 of that.

19 Q Would you read the balance of paragraph
20 10, please, that continues onto page 4?

21 A Okay.

22 Q The balance of paragraph 10 refers to the
23 work you did when you were on staff with the Mission
24 of Southwest, correct?

25 A I would say so basically, except for the

1 changes that I went over with Mr. Cooley --

2 Q Right.

3 A -- when we talked about this.

4 Q Let's just go over those changes for one
5 moment before we discuss this paragraph.

6 You told Mr. Cooley that the team member
7 system did not apply during this time period in
8 which you were employed by the Mission of Southwest,
9 correct?

10 A Yes.

11 Q And what other changes did you make in
12 this paragraph?

13 A Well, it was \$10 a week that we were
14 paid.

15 Q Right.

16 A Let's see if this was anything else. I
17 can't -- I guess that was it. I don't see anything
18 else.

19 Q What is your best recollection of the
20 terms of employment that you had with the Mission of
21 Southwest, pursuant to the employment agreement
22 which is specified at the beginning of paragraph 10?

23 A I really don't remember. I remember that
24 there were standard contracts that were issued that
25 were, like BPL's Board Policy Letters, at the time,

1 and what I recall is signing one of those, and they
2 were issued by -- I guess by CSC or the publications
3 organizations at that time, and it was about three
4 pages long, it seems like, green on cream paper.
5 That's the way the BPL's were. And, as I recall, it
6 was just like a list of things, but I don't recall
7 all the specific things, you know, like be for five
8 years and --

9 Q Did you read those conditions before you
10 signed the employment agreement with the Church of
11 Southwest -- with the Mission of Southwest?

12 A I don't really specifically recall if I
13 did or didn't, or if I already knew about them and
14 signed it. You know what I mean? Because I just
15 don't have much recollection of it.

16 Q Well, what is your best recollection as
17 to when you first knew what the conditions of
18 employment were for a staff member with the Mission
19 of Southwest?

20 A Well, I guess when Dean recruited us
21 after we came on staff and then he talked to us
22 about it, and we worked for a while and knew what it
23 was, but what -- the way Dean ran that was not the
24 way this contract read. There were two different
25 matters.

1 Q Well, how did the contract read?

2 A Well, the contract read sort of, seems
3 like, sensibly, or, you know, "Work this many hours,
4 and you have three weeks' vacation, and you have
5 time off, and you have sick leave," and things like
6 that.

7 Q So you did read the contract?

8 A I have read these contracts over the
9 years, and I'm not sure the exact one back then,
10 which one was issued and -- my recollection is
11 specifically of that one, and it had all those
12 things on it, or if my recollection is of more than
13 one of them. Do you understand what I am saying?

14 Q Well, let me see if I do understand. I
15 think what I understand is that as you sit here
16 today you have no specific recollection of any
17 specific term that was in the written employment
18 contract with the Mission of Southwest that is
19 referred to at the beginning of paragraph 10, is
20 that correct?

21 A I suppose so.

22 Q And you say that you learned at some
23 point in time what those -- what the employment
24 conditions were as a staff member of the Mission of
25 Southwest, correct?

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN AND
RICHARD N. AZNARAN

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VERSUS

NO. CV 88-1786-WDK

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH
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LOS ANGELES, INC.;
MISSION OFFICE WORLDWIDE;
AUTHOR FAMILY TRUST; THE
ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; AND
NORMAN STARKEY

ORAL DEPOSITION OF
VICKI J. AZNARAN

On the 7th day of July, 1988, at
10:00 a.m., the oral deposition of the above-named
witness was taken at the instance of the Defendants
before Roger W. Miller, Certified Shorthand Reporter
in and for the State of Texas, at the offices of
Cohan, Simpson, Cowlshaw, Aranza & Wulff,
in the City of Dallas, County of Dallas, State of
Texas, pursuant to the agreement hereinbefore set forth

1 of it would be a benefit to me to do
2 Scientology.

3 Q Uh-huh.

4 A Make me better.

5 Q Make you better, in the words of the
6 Complaint, in a spiritual and psychological
7 nature?

8 A That wasn't her words, no. Her words
9 were not, "This will make you better in a spiritual
10 and psychological nature." No, she didn't say that.

11 Q Well, what were her words?

12 A I told you I --

13 Q You don't remember?

14 A 1972, I just really don't recall
15 specifically.

16 Q And you answered my next question, when?
17 It was 1972?

18 A Yes.

19 Q Okay. At the time she made these
20 representations, do you believe she believed them to
21 be true?

22 A Don't know. Would it be possible to take
23 a short break?

24 MR. LIEBERMAN: Sure.

25 (Recess.)

1 MR. LIEBERMAN: Okay. Back on the
2 record.

3 Q Dean Stokes, when did he make
4 representations?

5 A Are we talking about paragraph 35?

6 Q Yes.

7 A I guess late '73, '74.

8 Q Do you remember what he stated?

9 A That -- I can't -- he used to give these
10 lectures that would last all day.

11 Q Uh-huh.

12 A And he would go over lots and lots of
13 things, but he would talk about the mind or -- that
14 Scientology was a science, that it would handle the
15 mind that -- he talked a lot about XDN at the time,
16 which was a new rundown, I guess you could say.

17 Q "XDN" is "Expanded Dianetics"?

18 A Correct. He would talk about -- I don't
19 remember how he could make those last that long, but
20 he had another guy that would lecture with him,
21 which was the other guy that I can't remember his
22 name right now, who was an Expanded Dianetics
23 auditor.

24 Q Okay.

25 A It was -- there was much more, but the

1 general drift of it --

2 Q You can't remember the general
3 statements?

4 A Talked a lot about suppressive persons,
5 PTSness. That's what I remember right now.

6 Q Dean Stokes and this auditor, they were
7 both staff members of the Mission of Southwest?

8 A No. Dean was. Well, he was the
9 franchise holder.

10 Q Right.

11 A But this other guy, I wish I could think
12 of his name, I don't know where he was a staff
13 member or for sure that he was. I think he was a
14 staff member in LA somewhere. Maybe at a franchise
15 in LA.

16 Q But I thought you said he worked for Dean
17 Stokes?

18 A No. He just gave lectures with him and
19 came down and stayed with him for several weeks
20 there.

21 Q I see. Okay. The registrar at ASHO,
22 when did he or she make representations?

23 A I guess that would have been in 1977.

24 Q You don't remember his or her name?

25 A No. I don't.

1 A That Scientology was a new science that
2 had been developed by L. Ron Hubbard that was of
3 great benefit to someone to partake in it, that it
4 would make you more capable or better, that he had
5 done all of it, and that it had made him a lot
6 better, that type of thing.

7 Q Was this at that lecture that you
8 referred to earlier?

9 A Yes.

10 Q Did he make any personal representations
11 to you?

12 A To me alone?

13 Q Yes.

14 A No.

15 Q And there was just one lecture that you
16 attended, is that right?

17 A Of Whit Whitford's, yes.

18 Q Next is Jim Wolery, I believe you said.

19 A Yes.

20 Q When did Jim Wolery speak to you?

21 A When did -- I'm sorry, I didn't hear.

22 Q When did Jim Wolery speak to you about
23 Scientology, make these kinds of representations?

24 A I guess it would have been in '74.

25 Q Okay. When -- I mean, where did he speak

1 MR. VAN SICKLE: Fair assumption.

2 A I assume so.

3 Q Now, you identified previously that you
4 entered into an agreement with the Mission of the
5 Southwest in about 1975?

6 A I think so. Yeah. That was my best
7 recollection.

8 Q Was that the first such agreement you
9 entered into with any Church of Scientology?

10 A I believe that was the first written one.

11 Q Uh-huh. Okay. And was there a prior
12 oral agreement?

13 A Yes.

14 Q Was that with the same organization that
15 subsequently entered into the written agreement in
16 1975?

17 A Yes. Scientology of the Southwest.

18 Q And do you recall the terms of those
19 agreements?

20 A No, I actually don't.

21 Q And you don't have a copy of any written
22 agreement in 1975?

23 A No.

24 Q Okay. Subsequent to the 1975 agreement
25 with Mission of the Southwest, did you?

1 Q Did you enter into subsequent contracts
2 or agreements with any church or mission of
3 Scientology?

4 A I think so. Well, I know there was one
5 entered that was shown to me through Religious
6 Technology Center.

7 Q Right. That was in 1982, I believe,
8 wasn't it?

9 A Uh-huh. That's right.

10 Q And --

11 A I think I entered into one in -- probably
12 in '78 when I went to Clearwater.

13 Q Would that have been a written agreement?

14 A Probably.

15 Q Would that have been an agreement with
16 the -- with Flag in Clearwater?

17 A Yeah. Maybe with the CMO. I don't
18 really recall how it was done.

19 Q Do you recall the terms of that
20 agreement?

21 A No, I don't.

22 Q Do you have a copy of it?

23 A No, I don't.

24 Q Were there any other agreements then?
25 You have identified the '75 agreement, the '78

1 agreement, the '82 agreement with RTC. Were there
2 any other agreements that you recall entering into?

3 A I think there was one in '81.

4 Q Would that have been with which
5 organization?

6 A It seems like CSI.

7 Q Okay. And would that have been a written
8 agreement?

9 A Yes.

10 Q Do you recall the terms of that
11 agreement?

12 A No. I mean, I think it would have just
13 been the standard five-year contract. It was about
14 two or three pages long.

15 Q Similar to the agreement with RTC that
16 you signed a year later, is that right?

17 A I guess. I believe it was somewhat
18 different, but I -- I'm not positive, really.

19 Q Do you have a copy of that agreement?

20 A No, I don't.

21 Q And you don't recall the precise terms of
22 it?

23 A No, I don't.

24 Q If you will, look at paragraph 65 on page
25 22.

STAFF CONTRACT FOR CHURCH OF SCIENTOLOGY
MISSION OF THE SOUTHWEST

APPLICATION I. Richard Noel Azman (Full name)
of 4845 Sunset Ave. (Address)
Apply for a staff position as a member of the Church of Scientology
of the Southwest (Address)

INFORMATION:

1. I am Male (X), Female (), 26 years old, born on 16 Dec 49
(date) in New Orleans, La U.S.A. (town and country of birth).
2. (If a Minor). I have obtained the consent of my parents or Guardian to work for the Church of Scientology R, and produce a Consent Form signed by my parent/Guardian.
Consent Form attached () Tick.
3. I have not received psychiatric treatment nor do I have a history of institutionalization in an asylum or any similar place.
4. I am married (), unmarried (X).
5. My spouse has no objection to my working for the Church.
6. I am not connected to persons of known antagonism to Scientology.
7. I do not have a criminal record.
8. I have not been or been routed out from the Sea Org (), a Scientology Org (X), or a Mission ().
9. I am not currently on drugs. (X)

DEPOSITION EXHIBIT
R Azman 137
7-5-88

CONDITIONS:

1. WORKING HOURS AND OVERTIME:
 - (a) Full time staff work Day and Foundation and are scheduled for maximum post production and maximum personnel Enhancement based on production.
 - (b) The Day Organization works weekdays.
 - (c) The Foundation works evenings and weekends. Note: Staff are expected to study in their off-duty hours and work overtime if necessary. No additional remuneration is paid for overtime.
2. HOLIDAYS: 2 working weeks per year after one year's service per HCO Policy Letter 21 July 1966, Proportional Pay Plan 1966, (a copy of which may be viewed on request).
- SICK LEAVE: 2 days non-accumulative in every calendar month, upon presentation of a Doctor's certificate.
3. PENSIONS: The Church does not provide a pension scheme.
4. PAY:
 - (a) Full time Staff are on an allowance system with room and board paid. This allowance is adjusted by Post, Seniority, Training, Staff Mission income, etc. and may change from time to time. But never less than Ten Dollars (\$10.00) a week.

(b) Weekly calculated by reference to position and status as a staff member and to the income and outgoings for the period in question of the Church.

5. POLICY:

Staff are subject to existing Policy (subject to amendment or addition).

Staff study and are checked upon Policies, Bulletins and Directives relating to their post and upon other Policies, Bulletins and Directives as from time to time requested.

6. POST:

Staff member shall accept whatever post is assigned, in accordance with existing policy.

7. STATUS:

Temporary or Provisional staff may be dismissed in accordance with HCO Policy Letter 4th January 1969 Personnel Staff Status (a copy of which may be viewed on request). Permanent Staff are also subject to this policy.

8. 3 YEAR CONTRACT BENEFITS:

All Mission services earned and completed in the 3 years.

9. 5 YEAR CONTRACT BENEFITS:

- (a) Above plus CI IV Power - Power Plus, Advance Courses, and further case handling at the discretion of the Mission, based on production.
- (b) CI VI and further auditor training free at discretion of the Mission, based on production.
- (c) Admin training, full hatting, CMC, TMS and further at the discretion of the contractor Mission, based on production.

10. WEEKLY EMPLOYMENT:

Staff who are not on a 3 or 5 year contract are employed on a weekly basis.

11. MEMBERSHIP:

Newly joined staff are deemed to be Scientology Staff Members in good standing. Persons who have been found to be no longer Scientology staff members in good standing by properly constituted Church authority are not eligible to remain on staff.

12. SERVICES TO CONTRACTED STAFF:

A contracted staff member who receives services at no cost shall, if he breaks his contract either by leaving staff before completing his contract or by so violating his good standing as a Scientology Staff Member that he is dismissed in accordance with Policy pay a sum to the Church equal to the full cost of all services received while a contracted staff member. Plus a staff hatting and handling fee as deemed necessary at the discretion of the Mission.

The Church agrees to employ Richard N. Amarar (full name) in accordance with this application and the information supplied and upon the conditions stated, for a period of

(3) 3 years } Delete as appropriate
(or as otherwise stated)

signed: Richard N. Amarar Applicant Vicki Stokes Staff Member or consultant of the Church of Scientology

Witnessed by: Mil. Marti Date: 1 Sept. 76

The above is the staff contract, which all staff should sign when joining staff, even those employed on a weekly basis.

DECLARATION OF RELIGIOUS COMMITMENT

AND APPLICATION FOR ACTIVE PARTICIPATION

ON CHURCH STAFF

I, Vicki Aznavan (full name),
of 1404 N. Catalina, L.A. Cal. (address),
apply for active participation as a staff member within the

CHURCH OF SCIENTOLOGY INTERNATIONAL, CAL
(Org name and address)

In making this application and signing this Covenant set forth below I am declaring a religious commitment to spiritual awareness and betterment and to the Church, in accordance with the terms of said covenant, and am forsaking all commercial and financial motivation.

INFORMATION:

1. I am male (), female 30 years old, born on 15 May 51 (date), in Port Arthur Texas, USA (Town and Country of birth).
2. (If a Minor). I have obtained the consent of my parents or guardian to the commitment and participation herein described, for the Church of Scientology (®) and produce an Assent Form signed by my parent/guardian. Assent form attached ().
3. I have never been convicted of the commission of any criminal felony under the laws of any jurisdiction.
4. I have no institutional history of psychosis.
5. I have no electric, insulin or other shock or psychiatric brain operation history.
6. I am not an active drug pusher.
7. I have never sued the Church or made complaint to any governmental authority with respect to any organization or principal of the Church.
8. (a) I am not a blown staff member or blown Sea Organization member. That is, I have never, without authorization in accordance with Church Policies, departed from any staff position within any Scientology organization or broken my vow or service as a member of the Sea Organization, a religious order of the Church of Scientology.
- (b) I have in the past blown, as described above, but have since recanted and been given forgiveness and accepted back into the Church after having made proper restitution. _____
9. I am not related to or connected to intelligence agencies either by past history or immediate familial connections.

10. I do not have a parent or a guardian who is a rabid antagonist of Scientology.
11. I am not here to obtain news stories or data for any other organization or to generally disrupt the Church.
12. I do not have personal debts of a magnitude such that efforts to satisfy them would immediately disrupt or cause me to pull back from my commitment to the Church.
13. I do not have any mental institutional history, by which is meant incarceration or voluntary stay in a mental institution and knowingly or unknowingly receiving treatment therein.
14. I have had no prior service in a high security section of the government or armed forces.
15. I am married () , unmarried ().
16. My spouse has no objection to my working for the Church.
17. I am not currently on drugs.

(Exception to any of the above points can be made only after an applicant has petitioned a Senior Officer of the Church and received unconditional acceptance. Such written approval must be presented to HCO before signing the Contract.)

I hereby state that to the best of my knowledge I have honestly made the declarations above at points 1 to 17. I accept and agree that any false statement by me will disqualify me from becoming or remaining an active participating staff member and may subject me to any Church justice procedures and/or legal proceedings as may be appropriate or necessary pursuant to the policies of the Church and/or the laws of the land.

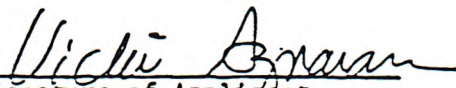

Signature of Applicant

CONDITIONS:

I understand and agree that the following conditions are based on the fact that the Church staff members are members of a religious order and serve pursuant to their religious obligations.

I realize that my signature on this covenant and the acceptance of same binds me to follow the administrative, ecclesiastical, moral and ethical policies, rules, norms and practices of the Church of Scientology INTERNATIONAL as a member of a religious order.

I recognize and understand that neither Ron nor Mary Sue Hubbard receive any compensation or remuneration from training or processing by the Church, that neither Ron nor Mary Sue Hubbard are officers or directors of the Church and that neither of them are in any manner responsible for actions of the Church. Further, I recognize, understand, and agree that in consideration for the Church permitting me to become an active participant pursuant to this Declaration, I shall not commence any action or assert any claim against either or both of them, their heirs, successors, or assigns, based on any matter arising out of or in connection with the Church, and I hereby release L. Ron Hubbard and Mary Sue Hubbard, and their heirs, successors and assigns, from and against any and all claims or causes of action of every nature and sort which I or my successors or assigns ever had, now have, or may hereafter acquire, arising out of my dealings with the Church as a staff member pursuant to this Declaration. I expressly waive the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."


Signature of Applicant

- | | | |
|----|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Service Hours and Extra Service. | The Day Organization serves weekdays, the Foundation serves evenings and weekends. Staff are expected to study in their off duty hours and to assist with additional duties. The Sea Organization schedule is as laid out by individual Sea Organization groups and units. |
| 2. | Holidays. | 2 service weeks per year after one year's service, for Class IV org staff and 3 weeks per year for Sea Org Members. |
| 3. | Sick Leave. | 2 days non-accumulative in every calendar month, upon presentation of a doctor's certificate. |
| 4. | Pension. | The Church does not provide a pension or any other retirement program. |

5. Furnishing of Necessaries. Church Staff Members serve pursuant to religious commitment and conviction rather than for monetary gain or other traditional commercial or financial motives or incentives. Nevertheless, the Church will, pursuant to this covenant, furnish certain necessities, including a weekly allowance, and for certain staff positions, room and board. The furnishing of these necessary items is not intended to be and is not compensation for services performed by the applicant, but rather it provides an opportunity for the Church to establish an appropriate environment within which religious and spiritual awareness may receive the greatest prospect for enhancement and in which such matters constitute the reward for services. The amount of weekly allowance may vary depending upon economic conditions generally prevailing within the Church.
6. Policy. Staff are subject to existing policy (subject to amendment or addition). Staff study and receive examination on their knowledge of Policies, Bulletins and Directives relating to their activities and upon other Policies, Bulletins and Directives as from time to time requested.
7. Staff Activities. Staff members shall accept whatever activity is assigned, in accordance with existing policy.
8. Status. Temporary or Provisional staff may be dismissed in accordance with HCO Policy Letter 4 Jan 1966R Issue V, PERSONNEL STAFF STATUS (copy of which may be viewed on request).

Permanent staff are also subject to this policy.
9. Membership. Newly joined staff are deemed to be Scientology staff members in good standing. Persons who have been found to be no longer Scientology staff members in good standing by properly constituted Church authority are not eligible to remain on staff.
10. Duration of Covenant. 2½ year and 5 year periods of staff service are governed by this Covenant as well as staff service on a weekly basis.
11. Benefits. Church staff members are eligible for such benefits or privileges as may, from time to time, be issued in HCO FL form as they apply to staff members.

12. Breach of Covenant
- An active participant of the Church, having forsaken traditional commercial and financial motivations and concerns, by making this religious declaration, and who receives (as per para 11 above) services at no cost or 50% of costs shall, if he breaks his agreement either by leaving staff before completing his covenant or by violating his good standing as a Scientology staff member so that he is dismissed in accordance with policy, remit forthwith to the Church a sum as figured per HCOPL 11 June 1981, Violation of Staff Covenant if such person is declared a "freeloader". This provision is not intended to reflect traditional commercial bargains or concerns, is not intended to operate as a civil penalty, and is intended as a manifestation of applicable ecclesiastical ethics and as a provision for liquidating damages.
13. Ethical Conduct
- As members of a religious order, Church staff members are expected to uphold a high degree of ethical conduct in accordance with Church policy and doctrine. Church staff members are governed by the ethics policies of the Church which are designed to assist a person to become a more ethical, productive and happy being. A person who continually violates the ethical codes of the Church despite attempts by the Church to help him/her get ethics in may, if he/she honestly seeks redemption, be assigned to a REHABILITATION PROJECT FORCE as a means to raise his/her ethical standards to a point where he/she can again participate and exchange in an ethical environment in accordance with Church doctrine. Such an assignment is made and carried out in the spirit of helping the Church staff member as mentioned above.
14. Sea Organization
- The terms and conditions of the Covenant shall apply should the staff member join the Sea Organization except and unless as specifically amended in writing.
15. Entirety of Covenant
- The Church shall not be obligated to honor any verbal promises or any other terms or conditions not specifically covered in this Covenant. This Covenant forms the entirety of the Church's agreement with the Church staff member, and promises no specific counselling, training, posts or other favors to any Church staff member.

I have read and understand this Covenant in its entirety. I realize that this Covenant forms the entirety of the Church's agreement with myself as specified in point 15 of the Conditions herein. I am joining staff and becoming a member of a religious order solely to help forward the religious goals and tenets of the Church of Scientology INTERNATIONAL and not for monetary gain, auditing or training.

With full knowledge of the information supplied, and being fully aware of the conditions stated in the Covenant, I agree to become a staff member of the Church of Scientology INTERNATIONAL for a period of (a) 5 years
~~(b) 2 1/2 years~~
~~(c) on a weekly basis,~~

and sign as follows:

Vicki Aznaray
SIGNATURE OF APPLICANT

11 Dec 19
DATE

Mark Swanson
SIGNATURE OF WITNESS

11 Dec. 19
DATE

The Church agrees to have VICKI AZNARAY
Full name of applicant

serve in accordance with this application, and the information supplied, and upon the conditions stated, for the period as indicated above.

Mark Swanson
STAFF MEMBER ON BEHALF OF THE
CHURCH OF SCIENTOLOGY

11 Dec. 19
DATE

Qwstle

DECLARATION OF RELIGIOUS COMMITMENT
AND APPLICATION FOR ACTIVE PARTICIPATION
ON RELIGIOUS TECHNOLOGY CENTER STAFF

I, Vicki McPoe Azman (full name)

of 4751 Fountain Ave. L.A. Cal. (address),

apply for active participation as a staff member within the Religious
Technology Center: _____
(address)

In making this application and signing this Covenant set forth below I am
declaring a religious commitment to spiritual awareness and betterment
and to the religion of Scientology, in accordance with the terms of said
covenant, and am forsaking all commercial and financial motivation.

INFORMATION

1. I am male (), female 31 years old, born on 5/15/51 (date), in Port Arthur, Texas (town) (USA) (country of birth).

2. (If a Minor) I have obtained the consent of my parents or guardian
to the commitment and participation herein described, for the
Religious Technology Center and produce an Assent Form signed by my
parent/guardian. Assent form attached ().

3. I have never been convicted of the commission of any criminal felony
under the laws of any jurisdiction.

4. I have no institutional history of psychosis.

5. I have no electric, insulin or other shock or psychiatric brain
operation history.

6. I am not an active drug pusher.

7. I have never sued a Church of Scientology or RTC or made complaint to
any governmental authority with respect to any organization or
principal of any Church of Scientology or RTC.

8. (a) I am not a blown staff member or blown Sea Organization member.
That is, I have never, without authorization in accordance with
Scientology Policies, departed from any staff position within any
Scientology organization or broken my vow or service as a member of
the Sea Organization, a religious order of the Church of Scientology.

(b) I have in the past blown, as described above, but have since
recanted and been given forgiveness and accepted back into the Church
after having made proper restitution.

DEPOSITION
EXHIBIT
V. Azman 26
6-25-88 Rm

9. I am not related to or connected to intelligence agencies either by past history or immediate familial connections.
10. I do not have a parent or a guardian who is a rabid antagonist of Scientology.
11. I am not here to obtain news stories or data for any other organization or to generally disrupt the Church or RTC.
12. I do not have personal debts of a magnitude such that efforts to satisfy them would immediately disrupt or cause me to pull back from my commitment to the religion of Scientology.
13. I do not have any mental institutional history, by which is meant incarceration or voluntary stay in a mental institution and knowingly or unknowingly receiving treatment therein.
14. I have had no prior service in a high security section of the government or armed forces.
15. I am married , unmarried ().
16. My spouse has no objection to my working for RTC.
17. I am not currently on drugs.

(Exception to any of the above points can be made only after an applicant has petitioned a Senior Officer of RTC and received unconditional acceptance. Such written approval must be presented to the RTC Personnel Control Officer before signing the Contract.)

I hereby state that to the best of my knowledge I have honestly made the declarations above at points 1 to 17. I accept and agree that any false statement by me will disqualify me from becoming or remaining an active participating staff member and may subject me to any Scientology justice procedures and/or legal proceedings as may be appropriate or necessary pursuant to the policies of RTC and/or the laws of the land.

Uchi Arana
.....
Signature of Applicant

CONDITIONS:

I understand and agree that the following conditions are based on the fact that RTC Staff Members are members of a religious order and serve pursuant to their religious obligations.

I realize that my signature on this covenant and the acceptance of same binds me to follow the administrative, ecclesiastical, moral and ethical policies, rules, norms and practices of the religion of Scientology as a member of a religious order.

I recognize and understand that neither Ron nor Mary Sue Hubbard receive any compensation or remuneration from services provided by RTC, that neither Ron nor Mary Sue Hubbard are officers or directors of RTC and that neither of them are in any manner responsible for actions of RTC. Further, I recognize, understand, and agree that in consideration for RTC permitting me to become an active participant pursuant to this Declaration, I shall not commence any action or assert any claim against either or both of them, their heirs, successors, or assigns, based on any matter arising out of or in connection with RTC, and I hereby release L. Ron Hubbard and Mary Sue Hubbard, and their heirs, successors, and assigns, from and against any and all claims or causes of action of every nature and sort which I or my successors or assigns ever had, now have, or may hereafter acquire, arising out of my dealings with RTC as a staff member pursuant to this Declaration. I expressly waive the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Wicki... Agnara...
Signature of Applicant

1. Holidays 3 weeks per year.
2. Sick Leave 2 days non-accumulative in every calendar month, upon presentation of a doctor's certificate.
3. Pension RTC does not provide a pension or any other retirement program.
4. Furnishing of Necessaries RTC Staff Members serve pursuant to religious commitment and conviction rather than for monetary gain or other traditional commercial or financial motives or incentives. Nevertheless, RTC will, pursuant to this covenant, furnish certain necessities, including a weekly allowance, and for certain staff positions, room and board. The

furnishing of these necessary items is not intended to be and is not compensation for services performed by the applicant, but rather it provides an opportunity for RTC to establish an appropriate environment within which religious and spiritual awareness may receive the greatest prospect for enhancement and in which such matters constitute the reward for services. The amount of weekly allowance may vary depending upon economic conditions generally prevailing within RTC.

5. Policy
Staff are subject to the doctrines of the religion of Scientology as expressed in the writings of LRM, including Policy Letters (subject to amendment or addition). Staff study and receive examination on their knowledge of Policies, Bulletins and Directives relating to their activities and upon other Policies, Bulletins and Directives as from time to time requested.
6. Staff Activities
Staff members shall accept whatever activity is assigned, in accordance with existing policy.
7. Status
Temporary or Provisional staff may be dismissed in accordance with HCO Policy Letter 4 Jan 1966R Issue V, PERSONNEL STAFF STATUS (copy of which may be viewed on request).
Permanent staff are also subject to this policy.
8. Membership
Newly joined staff are deemed to be RTC staff members in good standing. Persons who have been found to be no longer RTC staff members in good standing by properly constituted RTC authority are not eligible to remain on staff.
9. Benefits
RTC staff members are eligible for such benefits or privileges as may, from time to time, be issued in HCO PL form as they apply to staff members.
10. Breach of Covenant
An active participant of RTC having forsaken traditional commercial and financial motivations and concerns, by making this religious declaration, and who receives (as per para 11 above) services at no cost or 50% of costs shall, if he breaks his agreement either by leaving staff before completing his covenant or by violating his good standing as an RTC staff member so that he is dismissed in accordance with policy, remit forthwith to RTC a sum equal to the full value of the donation rates, of all services, at the rate at which they were received while such person was a staff

member, as modified by current HCO Policy Letters on covenant breakage, if such person is declared a "freeloader". This provision is not intended to reflect traditional commercial bargains or concerns, is not intended to operate as a civil penalty, and is intended as a manifestation of applicable ecclesiastical ethics and as a provision for liquidated damages.

11. Ethical
Conduct

As members of a religious order, RTC staff members are expected to uphold a high degree of ethical conduct in accordance with Scientology policy and doctrine. RTC staff members are governed by the ethics policies of RTC which are designed to assist a person to become a more ethical, productive and happy being. A person who continually violates the ethical codes of Scientology despite attempts by RTC help him/her get ethics in may, if he/she honestly seeks redemption, be assigned to a REHABILITATION PROJECT FORCE as a means to raise his/her ethical standards to a point where he/she can again participate and exchange in an ethical environment in accordance with Scientology doctrine. Such an assignment is made and carried out in the spirit of helping the RTC staff member as mentioned above.

12. Sea
Org

Staff Members of RTC shall be members of the Sea Organization however that shall not effect the terms and conditions of this covenant.

13 Entirety
of
Covenant

RTC shall not be obligated to honor any verbal promises or any other terms or conditions not specifically covered in this Covenant. This Covenant forms the entirety of RTC's agreement with the RTC staff member, and promises no specific counselling, training, posts or other favors to any RTC staff member.

I have read and understand this Covenant in its entirety. I realize that this Covenant forms the entirety of the Church's agreement with myself as specified in point 13 of the conditions herein. I am joining staff and becoming a member of a religious order solely to help forward the religious goals and tenets of Religious Technology Center and not for monetary gain, auditing or training.

With full knowledge of the information supplied and being fully aware of the conditions stated in the Covenant, I agree to become a staff member of Religious Technology Center for 5 years and sign as follows:

Vicki Aznaran
SIGNATURE OF APPLICANT

12 November 1982
DATE

Bill Duda
SIGNATURE OF WITNESS

12 November 1982
DATE

RTC agrees to have Vicki McRae Aznaran
Full name of applicant

serve in accordance with this application, and the information supplied, and upon the conditions stated.

[Signature]
STAFF MEMBER ON BEHALF OF
RELIGIOUS TECHNOLOGY CENTER

Nov. 12, 1982
DATE

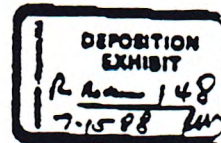
DECLARATION OF RELIGIOUS COMMITMENT
AND APPLICATION FOR ACTIVE PARTICIPATION
ON CHURCH STAFF

I, Pick Azumayan (full name),
of Floy Land Base (address),
apply for active participation as a staff member within the
Church of Scientology of California
_____ (address).

In making this application and signing this Covenant set forth below I am declaring a religious commitment to spiritual awareness and betterment and to the Church, in accordance with the terms of said covenant, and am forsaking all commercial and financial motivation.

INFORMATION:

1. I am male , female () 30 years old, born on 16 Dec 49 (date), in New Orleans, La. (Town and Country of birth).
2. (If a Minor). I have obtained the consent of my parents or guardian to the commitment and participation herein described, for the Church of Scientology ® and produce an Assent Form signed by my parent/guardian. Assent form attached ().
3. I have never been convicted of the commission of any criminal felony under the laws of any jurisdiction. *I was convicted of a DWI which is a misdemeanor on first offense.*
4. I have no institutional history of psychosis. *no*
5. I have no electric, insulin or other shock or psychiatric brain operation history. *no*
6. I am not an active drug pusher. *no*
7. I have never sued the Church or made complaint to any governmental authority with respect to any organization or principal of the Church. *no*
8. (a) I am not a blown staff member or blown Sea Organization member. That is, I have never, without authorization in accordance with Church Policies, departed from any staff position within any Scientology organization or broken my vow or service as a member of the Sea Organization, a religious order of the Church of Scientology.




(b) I have in the past blown, as described above, but have since recanted and been given forgiveness and accepted back into the Church after having made proper restitution. _____

9. I am not related to or connected to intelligence agencies either by past history or immediate familial connections.
 NO
10. I do not have a parent or a guardian who is a rabid antagonist of Scientology.
 NO
11. I am not here to obtain news stories or data for any other organization or to generally disrupt the Church.
 NO
12. I do not have personal debts of a magnitude such that efforts to satisfy them would immediately disrupt or cause me to pull back from my commitment to the Church.
 NO
13. I do not have any mental institutional history, by which is meant incarceration or voluntary stay in a mental institution and knowingly or unknowingly receiving treatment therein.
 NO
14. I have had no prior service in a high security section of the government or armed forces.
 NO
15. I am married (✓), unmarried ().
16. My spouse has no objection to my working for the Church.
 NO
17. I am not currently on drugs.
 NO

(Exception to any of the above points can be made only after an applicant has petitioned a Senior Officer of the Church and received unconditional acceptance. Such written approval must be presented to HCO before signing the Contract.)

I hereby state that to the best of my knowledge I have honestly made the declarations above at points 1 to 17. I accept and agree that any false statement by me will disqualify me from becoming or remaining an active participating staff member and may subject me to any Church justice procedures and/or legal proceedings as may be appropriate or necessary pursuant to the policies of the Church and/or the laws of the land.



Signature of Applicant

CONDITIONS:

I understand and agree that the following conditions are based on the fact that the Church staff members are members of a religious order and serve pursuant to their religious obligations.

I realize that my signature on this covenant and the acceptance of same binds me to follow the administrative, ecclesiastical, moral and ethical policies, rules, norms and practices of the Church of Scientology of California as a member of a religious order.

I recognize and understand that neither Ron nor Mary Sue Hubbard receive any compensation or remuneration from training or processing by the Church, that neither Ron nor Mary Sue Hubbard are officers or directors of the Church and that neither of them are in any manner responsible for actions of the Church. Further, I recognize, understand and agree that in consideration for the Church permitting me to become an active participant pursuant to this Declaration, I shall not commence any action or assert any claim against either or both of them, their heirs, successors, or assigns, based on any matter arising out of or in connection with the Church, and I hereby release L. Ron Hubbard and Mary Sue Hubbard, and their heirs, successors and assigns, from and against any and all claims or causes of action of every nature and sort which I or my successors or assigns ever had, now have, or may hereafter acquire, arising out of my dealings with the Church as a staff member pursuant to this Declaration.



Signature of Applicant

1. Service Hours The Day Organization serves weekdays, the and Extra Foundation serves evenings and weekends. Service. Staff are expected to study in their off duty hours and to assist with additional duties. The Sea Organization schedule is

2. **Holidays.** 2 service weeks per year after one year's service, for Class IV org. staff and 3 weeks per year for Sea Org Members.
3. **Sick Leave.** 2 days non-accumulative in every calendar month, upon presentation of a doctor's certificate.
4. **Pension.** The Church does not provide a pension or any other retirement program.
5. **Furnishing of Church Staff Members Necessaryes.** Church Staff Members serve pursuant to religious commitment and conviction rather than for monetary gain or other traditional commercial or financial motives or incentives. Nevertheless, the Church will, pursuant to this covenant, furnish certain necessities, including a weekly allowance, and for certain staff positions, room and board. The furnishing of these necessary items is not intended to be and is not compensation for services performed by the applicant, but rather it provides an opportunity for the Church to establish an appropriate environment within which religious and spiritual awareness may receive the greatest prospect for enhancement and in which such matters constitute the reward for services. The amount of weekly allowance may vary depending upon economic conditions generally prevailing within the Church.
6. **Policy.** Staff are subject to existing policy (subject to amendment or addition). Staff study and receive examination on their knowledge of Policies, Bulletins and Directives relating to their activities and upon other Policies, Bulletins and Directives as from time to time requested.
7. **Staff Activities.** Staff members shall accept whatever activity is assigned, in accordance with existing policy.
8. **Status.** Temporary or Provisional staff may be dismissed in accordance with HCO Policy Letter 4 Jan 1966R Issue V, PERSONNEL STAFF STATUS (copy of which may be viewed on request).



- 6 -

Permanent staff are also subject to this policy.

9. Membership. Newly joined staff are deemed to be Scientology staff members in good standing. Persons who have been found to be no longer Scientology staff members in good standing by properly constituted Church authority are not eligible to remain on staff.
10. Duration of Covenant. 2 1/2 year and 5 year periods of staff service are governed by this Covenant as well as staff service on a weekly basis.
11. Benefits. Church staff members are eligible for such benefits or privileges as may, from time to time, be issued in HCO PL form as they apply to staff members.
12. Breach of Covenant. An active participant of the Church, having forsaken traditional commercial and financial motivations and concerns, by making this religious declaration, and who receives (as per para 11 above) services at no cost or 50% of costs shall, if he breaks his agreement either by leaving staff before completing his covenant or by violating his good standing as a Scientology staff member so that he is dismissed in accordance with policy, remit forthwith to the Church a sum equal to the full value of the donation rates, of all services, at the rate at which they were received while such person was a staff member, if such person is declared a "freeloader". This provision is not intended to reflect traditional commercial bargains or concerns, is not intended to operate as a civil penalty, and is intended as a manifestation of applicable ecclesiastical ethics and as a provision for liquidated damages.
13. Ethical Conduct. As members of a religious order, Church staff members are expected to uphold a high degree of ethical conduct in accordance with Church policy and doctrine. Church

staff members are governed by the ethics policies of the Church which are designed to assist a person to become a more ethical, productive and happy being. A person who continually violates the ethical codes of the Church despite attempts by the Church to help him/her get ethics in may, if he/she honestly seeks redemption, be assigned to a REHABILITATION PROJECT FORCE as a means to raise his/her ethical standards to a point where he/she can again participate and exchange in an ethical environment in accordance with Church doctrine. Such an assignment is made and carried out in the spirit of helping the Church staff member as mentioned above.

14. Sea Organization.

The terms and conditions of the Covenant shall apply should the staff member join the Sea Organization except and unless as specifically amended in writing.

15. Entirety of Covenant.

The Church shall not be obligated to honor any verbal promises or any other terms or conditions not specifically covered in this Covenant. This Covenant forms the entirety of the Church's agreement with the Church staff member, and promises no specific counselling, training, posts or other favors to any Church staff member.

I have read and understand this Covenant in its entirety. I realize that this Covenant forms the entirety of the Church's agreement with myself as specified in point 15 of the Conditions herein. I am joining staff and becoming a member of a religious order solely to help forward the religious goals and tenets of the Church of Scientology of Calif. and not for monetary gain, auditing or training.

With full knowledge of the information supplied, and being fully aware of the conditions stated in the Covenant, I agree to become a staff member of the Church of Scientology of Calif.

for a period of (a) 5 years
(b) 24 years
(c) on a weekly basis,

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNAPAN and	:	
RICHARD N. AZNAPAN,	:	
	:	CASE NO. CV-88-1786-JMI (Ex)
Plaintiffs,	:	
vs.	:	
	:	
CHURCH OF SCIENTOLOGY OF	:	
CALIFORNIA, INC., et al.,	:	
	:	
Defendants.	:	

ORAL DEPOSITION OF
RICHARD AZNAPAN

On the 26th day of July, 1990, the oral deposition of the above-named witness was taken at the instance of the Defendants before Valerie Jones Conn, Certified Shorthand Reporter in and for the State of Texas, at the offices of Stanley, Harris, Rice & Associates, 3100 McKinnon Street, Suite 1000, at 10:35 a.m., in the city of Dallas, County of Dallas, State of Texas.

COPY

1 with any Church of Scientology entity after your employment at
2 Creston that we were just discussing, did you?

3 A. Well I never lost my status as a Commodore's
4 Messenger, for example, and even though I was still working at
5 Creston I was promoted in rank within the sea org within that
6 period and, you know, just like any other sea org member;
7 wasn't any real change.

8 MR. LIEBERMAN: Other than that?

9 Q. Other than than there was nothing, right?

10 A. Right. Right.

11 Q. All right. Do you have an agreement with Mr. Yanni
12 that he will be a witness for you in the trial of this
13 litigation?

14 A. No. In fact, I have never discussed it with him.

15 Q. Where are you currently employed?

16 A. Phoenix Investigations.

17 Q. Has that been continuous since the date of your last
18 deposition, which was June 14, 1989?

19 A. Yes.

20 Q. Have you been employed anywhere else?

21 A. No.

22 Q. At the same time as Phoenix?

23 A. No.

24 Q. Why don't you just describe for the record as best
25 you can what it is -- this is almost a year since your last

1 deposition, a little more since your last deposition -- can you
2 just describe generally for the record what your business
3 activities have been for Phoenix? Don't name any clients just
4 tell us what you do.

5 MS. McRAE: You said you are not going for any
6 clients?

7 Q. That is correct.

8 A. Actually the same thing that it was before June 14.
9 It's kind of like you already got that information.

10 Q. Nothing has changed?

11 A. Not substantially, no.

12 Q. Do you have more clients?

13 A. Sure. Some go, come; some go, some stay.

14 Q. Are you still holding a corporate position with
15 Phoenix Investigations?

16 A. Yes.

17 Q. And that is -- what is that corporate position?

18 A. Chairman of the board.

19 Q. And as chairman of the board of Phoenix
20 Investigations is it safe to say, would you characterize
21 yourself as the boss man --

22 A. Yes.

23 Q. -- of Phoenix Investigations, right?

24 A. You bet.

25 Q. Have you traveled outside of Texas in pursuit of

1 your business activities?

2 A. Certainly.

3 Q. Have you traveled outside of the United States in
4 pursuit of your business activity?

5 A. Ever, or just for Phoenix?

6 Q. In the past year, this past year.

7 A. No, I don't think.

8 Q. Have you been fired by any client in this past year?

9 MS. McRAE: I don't see how this is relevant.

10 Q. I don't want the name of any, I just -- can you
11 answer that question?

12 A. Sure.

13 Q. Have you been?

14 A. Yeah.

15 Q. And who is that -- oh, excuse me, excuse me. Strike
16 that?

17 A. He has to watch himself.

18 Q. How many clients have you been fired by?

19 A. How do you define fired? Some clients we do one
20 case for, never hear from them again; another ten cases, never
21 hear from them again; other clients call you up and because of
22 harassment they receive from the Church of Scientology decide
23 they can't afford to use you any more. Which way are you
24 referring to?

25 Q. Let's take the third category.

- 1 A. Okay.
- 2 Q. How many clients would you put in that category?
- 3 A. One that I know of.
- 4 Q. Is your wife, Vicky Aznaran, employed at Phoenix?
- 5 A. Yes.
- 6 Q. Does she work with you on a daily basis?
- 7 A. Yes.
- 8 Q. And in what capacity?
- 9 A. Office manager and investigation.
- 10 Q. Do you have any other immediate relatives of your's
- 11 or Vicky Aznaran's who work at Phoenix investigations?
- 12 A. My dad works there part-time.
- 13 Q. And you pay him a salary?
- 14 A. I pay him, yeah.
- 15 Q. What about in the past year since you were last
- 16 deposed, year and one month since you were last deposed, have
- 17 the social activities that you engaged in changed at all?
- 18 A. Not in particularly, I guess.
- 19 Q. Any new hobbies?
- 20 A. Aquarium.
- 21 Q. I'm sorry?
- 22 A. An aquarium.
- 23 Q. An aquarium?
- 24 A. Sure.
- 25 Q. Let the record reflect -- strike that. You have an

1 aquarium. Any other hobbies, new hobbies since you were last
2 deposed?

3 A. I don't know. If there is one you are particularly
4 interested in you could just ask me.

5 Q. No, there's not. I don't have an ulterior motive
6 for my questions. I am just trying to get some information.

7 A. Oh, okay.

8 Q. Are there any hobbies, new hobbies other than your
9 aquarium last year since you have been deposed?

10 A. No, not particularly. You don't have to use up this
11 time.

12 Q. I'm not doing it for that purpose. It's relevant to
13 the case.

14 A. Oh, okay.

15 Q. Approximately how much time do you spend a day at
16 the office on the average?

17 A. Nine and a half hours.

18 Q. Five days a week, six days a weeks, seven days a
19 weeks?

20 A. Depends.

21 Q. Are there times you work seven days a week?

22 A. Sure.

23 Q. It's busy?

24 A. It has its moments.

25 MR. HERTZBERG: All right. For the moment I

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On July 16, 1992, I served the foregoing document described as DEFENDANTS' NOTICE OF MOTION AND MOTION TO TRANSFER THIS ACTION TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on interested parties in this action,

- [] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;
- [X] by placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

John Clifton Elstead
4900 Hopyard Rd. Suite 240
Pleasanton, CA 94588

Ford Greene
Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party

served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on July 16, 1992, at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[X] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)